



This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

### Usage guidelines

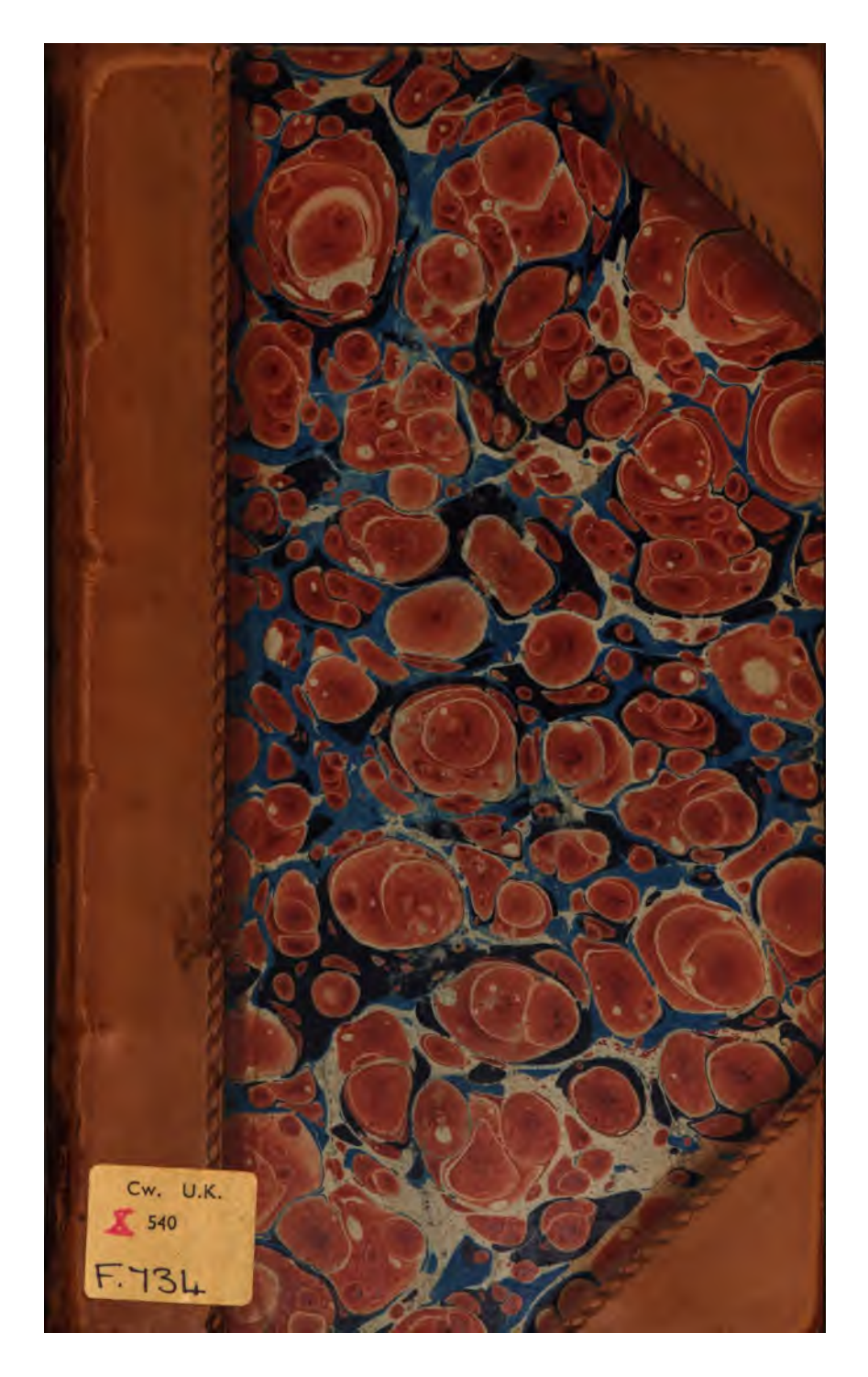
Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

- + *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
- + *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
- + *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
- + *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

### About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at <http://books.google.com/>



Cw. U.K.

X 540

F.734

8°

A. 20.

232.

Jun.

CW .U.K.

X 540

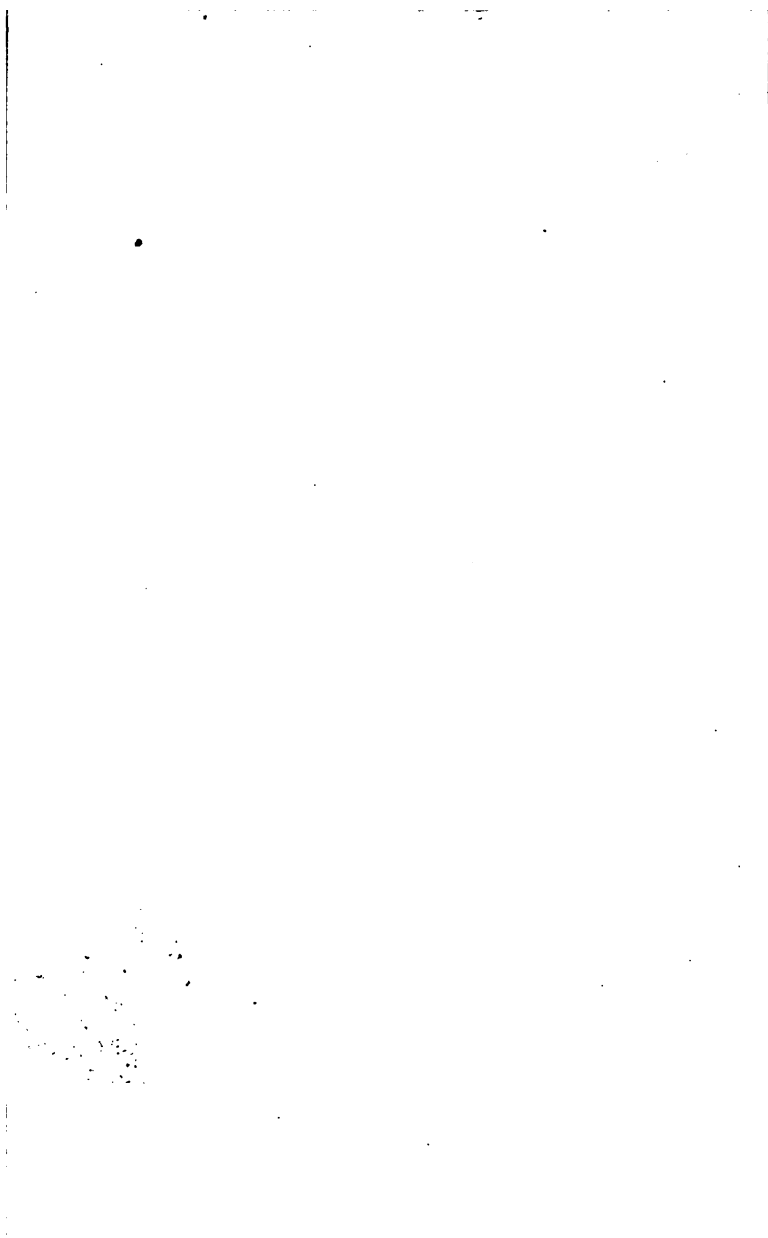
F 734



1

2





THE  
**Copyhold and Customary Tenure,**  
**COMMUTATION, ENFRANCHISEMENT,**  
AND  
**IMPROVEMENT ACT,**  
4 & 5 VICT. c. 35,

WITH AN  
**Introduction and Analytical Digest of the Act:**

THE  
**FORMS OF PROCEDURE, ISSUED BY THE COPYHOLD  
COMMISSIONERS,**

AND AN  
**APPENDIX, NOTES, AND INDEX.**

BY  
**R. W. E. FORSTER, ESQ.**  
OF LINCOLN'S INN, BARRISTER AT LAW.

"The oak scorns to grow except on free land."

---

LONDON:

V. AND R. STEVENS AND G. S. NORTON,  
**Late Booksellers & Publishers,**  
(*Successors to the late J. & W. T. CLARKE, of Portugal Street,*)  
26 AND 28, BELL YARD, LINCOLN'S INN.  
AND A. MILLIKEN, GRAFTON STREET, DUBLIN.

MDCCCXLI.





**LONDON:**

**WILLIAM STEVENS, PRINTER, BELL YARD,  
TEMPLE BAR.**

## ADVERTISEMENT.

---

I HAVE endeavoured to render this little work as concise and portable as possible; but at the same time I trust that it will be found complete in itself. In the Introduction, a short account of the origin and principal features incident to Lands of Copyhold and Customary Tenure is given. Some of the evils and inconveniences of the tenure are pointed out, and the Propositions of the Commissioners (appointed to inquire into the state of Real Property,) for the remedy of those evils, are stated at full length. The Appendix contains a complete set of the Instructions and Forms of Procedure prepared and issued by the Copyhold Commissioners (which have been reprinted with their permission); a Form of a Deed of Enfranchisement made in pursuance of the new Lease and Release Act (4 & 5 Vict. c. 21\*), con-

---

\* This Act applies to releases of copyholds as well as of freeholds, for although the title and the preamble mention *Freehold Estates* only, by the interpretation clause (sect. 3,) it is enacted, that in the construction of this Act, the word "Freehold" shall have not only its usual signification, but shall extend to all lands and hereditaments for the conveyance of which, if this Act had not been passed, a bargain and sale or a lease for a year, as well as a release, would have been used.

taining a reservation of the Lord's Rights in Mines and Minerals, and a Grant of a Right of Entry and Way, to work them, as provided by the 84th section of the Copyhold Act; and also so much of any other Statute as is referred to in this Act. An analytical Digest of the Act precedes it, in which all the sections applying to *commutation* and *enfranchisement* are distinguished by the letters [C.] and [E.], so as to show at a glance to which of those heads each clause refers.

R. W. ELLIOT FORSTER.

4, *Stone Buildings, Lincoln's Inn,*  
*July, 1841.*

# CONTENTS.

	Page
<b>INTRODUCTION</b>	
<i>Tenures</i>	1
<i>Copyholds, what are</i>	2
Minerals and Timber generally belong to the lord	3, 4
Custom, the Life of Copyholds	3
Inconvenience of the Tenure	3
Arbitrary Fines	4
Heriots	5
<i>Customary Freehold, what is</i>	6
<i>Propositions of the Real Property Commissioners respecting</i> <i>Copyholds and Customary Freeholds</i>	7
To facilitate Enfranchisements of Copyhold Lands in con- sideration of a yearly Rent	7
Rent may be afterwards extinguished	8
Rent may be apportioned	8
Enfranchised Lands to be held to the same Uses as before Enfranchisement	8
Enfranchisement Money may be charged on the Land	9
Any gross Sum paid for Enfranchisement, to be paid to Trustees and invested	9
Enfranchised Copyhold Tenement to continue to form part of the Manor	10
Mode of settling Boundaries, where Freeholds and Copy- holds are intermixed	11
Customary Courts may be held, although there are not two Copyholders	12
Lord may grant Seizin out of the Manor	12
A Copyholder may let his Copyhold Tenement for any Term not exceeding twenty-one Years in Possession at Rack Rent	12

INTRODUCTION—continued.		Page
Copyholds to be subject to Debts and Specialties, as Freeholds . . . . .		13
<i>Compulsory Enfranchisement, Recommendation of the Real Property Commissioners concerning . . . . .</i>		13
Bill of 1835 . . . . .		14
Bill of 1839 . . . . .		14
<i>Compulsory Clauses . . . . .</i>		15
Bill of 1840 . . . . .		20
Bill of 1841 . . . . .		20
<i>Observations on the New Act . . . . .</i>		21
Objects of the Act . . . . .		21
Extent of the Act . . . . .		21
Provisions as to Crown Lands . . . . .		21
Mines and Minerals . . . . .		22
Improvement of the Tenure . . . . .		23
As to Commutation . . . . .		23
As to Enfranchisement . . . . .		26
Custom of Gavelkind . . . . .		28
Expenses . . . . .		28
Names of the Commissioners appointed under the Act . . . . .		28
<b>ANALYTICAL DIGEST OF THE ACT 4 &amp; 5 VICT. c. 35 . . . . .</b>		<b>29</b>
<b>THE COPYHOLD AND CUSTOMARY TENURE ACT, 4 &amp; 5 VICT. c. 35 . . . . .</b>		<b>50</b>
<b>APPENDIX</b>		
No. I. Form of a Deed of Enfranchisement adapted to the Provisions of the New Act . . . . .		139
No. II. Act 1 Geo. 4, c. 35, sections 9—17 (Payment of Money into the Court of Exchequer) . . . . .		144
No. III. Act 11 Geo. 4 & 1 Will. 4, c. 65, sections 2—10 (Property of Infants, Lunatics, &c.) . . . . .		150
No. IV. Act 2 & 3 Will. 4, c. 80 (Identifying Lands of Ecclesiastical and Collegiate Corporations) . . . . .		154
No. V. Act 4 & 5 Will. 4, c. 22 (Apportionment of Rents, Annuities, &c.) . . . . .		158
No. VI. Act 6 & 7 Will. 4, c. 71, sections 56, 57, & 67 (Tithe Commutation) . . . . .		160
No. VII. Act 2 & 3 Vict. c. 62, section 7 (Merger of Tithes in Copyholds) . . . . .		162

	Page
<b>FORMS OF PROCEDURE ISSUED BY THE COPYHOLD COMMISSIONERS</b>	
Instructions how to proceed . . . . .	163
Notice and Advertisement of Meeting by Lords . . . . .	166
Notice and Advertisement of Meeting by Tenants . . . . .	167
Declaration that Notice has been duly affixed to Church Door, &c. . . . .	167
Minutes of Proceedings at the Meeting . . . . .	168
Commencement and Appointment of Chairman . . . . .	168
Adjournment . . . . .	169
Notice of Adjournment . . . . .	169
Proceedings at Adjourned Meetings . . . . .	169
Minute as the Basis of an Agreement for Commutation . . . . .	170
At a Rent-charge and Nominal Fines . . . . .	170
Entire Rent-charge to be apportioned . . . . .	170
Rent-charge to be subject to Increase and Diminution by Valuers . . . . .	170
Amount of Rent-charge to be fixed by Valuers . . . . .	171
Net Rent-charge in respect of Fines, &c. may be postponed till next Act, &c. . . . .	171
Appointment of Valuers . . . . .	171
Agreement for Commutation at Rent-charge, &c. . . . .	172
Steward's Statement for Meetings, &c. . . . .	173
Minute of a Meeting at which an Agreement to commute has been signed . . . . .	174
Minute of a Meeting at which a Provisional Agreement to commute has been signed . . . . .	175
Agreement with Two or more Tenants for the Commutation of Manorial Rights when the Rent-charge is not apportioned by the Parties in the Agreement, but is left to be apportioned by the Steward . . . . .	175
Schedule . . . . .	176
Agreement with Two or more Tenants for the Commutation of Manorial Rights where the Rent-charge or other Consideration for the Commutation is apportioned by the Agreement . . . . .	177
1st Schedule . . . . .	178
2nd Schedule . . . . .	178
Agreement with twelve or more Tenants for the Enfranchisement of certain Lands where the Rent-charge is not	

FORMS OF PROCEDURE— <i>continued.</i>	Page
apportioned by the Agreement, but is left to be apportioned by the Steward . . . . .	179
Schedule . . . . .	179
Schedule of Apportionment for an Enfranchisement by Twelve or more Tenants . . . . .	180
Agreement with Twelve or more Tenants for the Enfranchise- ment of certain Lands where the Rent-charge is intended to be apportioned by the Parties . . . . .	181
Schedule . . . . .	181
Declaration by Steward as to Value and Incidents . . . . .	182
Declaration by Valuer as to Value of Lands . . . . .	183
Power of Attorney . . . . .	184
INDEX . . . . .	185

## INTRODUCTION.

---

THE tenures now existing in England are—Tenures.  
1. Frankalmoign, and by Divine Service. 2. Grand Serjeanty, as far as honourable services are concerned. 3. Free and Common Socage. 4. Socage, subject to the custom of Borough English. 5. Socage, subject to the custom of Gavelkind. 6. Ancient Demesne. 7. Copyhold. 8. Customary Freehold.

*Frankalmoign* and *Grand Serjeanty* (as regards merely honourable services) were expressly excepted in the statute of Charles 2nd, respecting tenures; and although of small importance, still exist, and are likely to continue to do so, as the Real Property Commissioners have recommended their not being disturbed. *Free and Common Socage*, the tenure by which the great bulk of Real property in England is now held, is commonly known by the name of freehold; and into this tenure, the Real Property Commissioners have advised that *Borough English*, *Gavelkind*, *Ancient Demesne*, *Copyhold* and *Customary Freehold*, should be converted. With the first three of these we have nothing to do; but to carry into effect the recommendation of the Commissioners as regards the two latter, and to enable, as much as possible, persons having an interest in copyhold or customary freehold, to convert their



property into free and common socage, technically speaking, to *enfranchise* it, and to improve such tenure, where it is still to exist, the Act now before us was passed.

**Copyhold.** Copyholds are held by copy of Court Roll, nominally at the will of the Lord, according to the custom of the manor. "Tenant by copy of Court Roll," says Littleton, "is as if a man be seized of a manor, within which there is a custom, *that hath been used in time out of mind*, that certain tenants within the same manor have used to have lands or tenements to hold to them and to their heirs in fee simple, or in fee tail, or for terms of life, &c., at the will of the lord, after the custom of the same manor: and such a tenant may not alien the land by deed, for then the lord may enter as in a thing forfeit to him. But if he will alien his land to another, him behoveth, after some custom, to surrender the tenement in some court into the lord's hands, to the use of him that shall have the estate, in such form, or to such effect" (a).

Anciently, on the grant of land by the king to a military chief, he erected it into a little state, re-granting part to freemen, who held of him, as their liege lord, by certain rents and services, and allotting other part among his villeins or serfs, who occupied during his pleasure, cultivating for him such part as he retained in his own hand. By usage and indulgence these villeins grew into copyholders, and acquired a certain interest in their copyhold tenements; but the tenure retains distinct badges of its base origin.

The freehold is still supposed to be in the lord,

---

(a) Littleton's Tenures, art. Copie of Court Roll.

the copyhold land being part of his demesne held by the tenants at his will. They cannot alien, except by surrendering to him, and the alienee and devisee have no legal title till he has admitted them.

The tenants, except in a few cases, have only the use of the surface of the land, the minerals belonging to the lord ; and of the timber growing on their land they can only cut what is sufficient for fuel and repairs. As it was intended they should occupy the land themselves for their personal services, they cannot lease it for more than a year without the license of the lord ; and waste or breach of any of the conditions on which they are supposed to hold, works a forfeiture.

Custom is said to be the life of Copyholds, and perhaps the multiplicity and uncertainty of the various customs in the different manors is one of the greatest evils of this description of tenure. As the custom must have been used *from time out of mind*, of course no new copyhold can be created, except by virtue of, and according to the custom of, the manor of which it is parcel.

Another great inconvenience arises from the difficulty of identifying the copyhold land. Freehold and copyhold lands are frequently intermixed. They are rarely distinguishable by the description of them in deeds and court rolls ; the description in the latter being seldom changed, and often bearing in names, and even in quantity, no resemblance to any modern description of the parcels. When long held by the same owner, the boundaries between such of them as form part of the same inclosure are obliterated and forgotten, and it becomes necessary to make both a freehold conveyance and also a copyhold convey-

ance of the same land. If the owner, mistaking the tenure, open a mine or cut timber upon the part of his land which he erroneously believes to be freehold, the land is forfeited to the lord, who may seize it upon proving it to be copyhold. Upon a sale, an insuperable objection may be taken by the purchaser, that the vendor cannot point out, with certainty, what part of the estate is freehold, and what is copyhold.

The right to trees and mines has always been a great bone of contention between the lord and the tenant. In some manors, either by *special custom*, or by some Act of Parliament, or deed of grant from some lord of the manor, the tenants are empowered to cut timber; in others, the lord may enter, and cut, and take away the timber, and open and work mines; but these are singular instances; and it appears now to be quite settled, although the point has been the subject of much controversy, that in the absence of any particular custom, neither the tenant without the license of the lord, nor the lord without the consent of the tenant, can cut trees, or open and work new mines.

“In consequence of the law with respect to timber,” (say the Real Property Commissioners,) “generally speaking, no young tree is allowed to stand on copyhold land, and there is a common proverb that —“The oak scorns to grow except on free land.” It is certain that, in Sussex, and in other parts of England, the boundaries of copyholds may be traced by the entire absence of trees on one side of a line, and their luxuriant growth on the other.

The arbitrary fine due to the lord, in most manors, on descent and alienation, has a direct tendency to

discourage agriculture, and to prevent the erection of buildings. This fine is usually considered to be the amount of two years' improved value of the premises, at the time of the admittance of the heir or alienee; and where several are admitted as joint tenants, a further claim is made, by reason that the tenancy embraces more than one life; and the principle on which the fine is to be calculated, in such a case, remains unsettled. The payment to the lord, according to the improved value, is not merely a fixed share of the profits of the soil, or any proportion of the value of the fee simple, but a tax upon the capital of the tenant, laid out in improvement. The tenant is unwilling to submit to such a tax when he can avoid it, and accordingly there is a great indisposition to build houses, or otherwise to expend any considerable sum upon land subject to such a burthen. The land remaining unimproved, no benefit accrues to the lord. It may be observed, that wherever there is a subdivision of the right to the profits of the same land between different individuals, although the parts are necessarily equal to the whole in legal interest, they are by no means so in actual value. With respect to copyholds, the benefit accruing to the lord from his rights over the copyhold tenement, bears no proportion to the injury they occasion to the tenant; and a change of the tenure, whenever it can be effected, will be for the benefit of both (*b*).

Heriots are also a very arbitrary and often heavy tax on the copyholder.

“ Heriots are a reproach to the law of England, and must be considered as a remnant of that barba-

---

(*b*) Third Report of Real Property Commissioners, p. 16.

rous state of society, which existed at their introduction by the Danes. When the tenant dies, his best beast, or best chattel, is to be seized by the lord, the lord being entitled to enter the house or land, and appropriate to himself the object of his choice. In this case the benefit conferred by the right, is not nearly equivalent to the prejudice done to those against whom it is exercised. It leads, not only to ill-will and strife between neighbours, but to constant fraud and evasion. To defeat the claim of the lord, the legal estate is placed in the name of a person whose residence will prevent the lord from exercising his right. When a yeoman is supposed to be *in extremis*, his family sell his cattle at a sacrifice, or drive them out of the manor. The steward, on the other hand, makes irregular entries on the roll, and procures irregular presentments by the homage, of heriots being due on the death of tenants, and of payment being excused or compromised, with a view to make evidence to extend the lord's claim on some future occasion (c).

**Customary  
Freehold.**

Customary freeholds exist in many parts of the kingdom, especially in Cumberland, Westmoreland, a part of Lancashire called Oversands, and the south-western parts of the counties of Durham and Northumberland, and the northern border of Yorkshire. Some very valuable information respecting this tenure is to be found in a communication from Sir James Graham to the Real Property Commissioners, and inserted in the Appendix to their Third Report.

It appears to be a base tenure, partaking, to a considerable degree, of the nature of copyhold; but

---

(c) Third Report of Real Property Commissioners, p. 19.

the holding is, generally, declared to be according to the custom of the manor, without being at the will of the lord ; and, not unfrequently, instead of a surrender in court by the tenant in person, or by attorney, alienation is allowed by a common-law conveyance, which is presented at the lord's court, and inrolled, whereupon the grantee is admitted, and becomes the tenant on the roll ; but it is in the tenant on the roll, or his heir, that the legal estate always resides.

The customs in these manors vary considerably. Generally, the fine upon admittance is certain. Among females of equal degree, the whole estate sometimes descends to the eldest, instead of being divided in coparcenary.

As it may be found useful to trace how far the amendments recommended by the Real Property Commissioners have been adopted and carried out, and in case of any doubt as to the *wording* of any clause, to refer to what probably was the *intention* of the Legislature, we insert here

*The Propositions of the Commissioners respecting Copyholds and Customary Freeholds :*

1. That a person entitled to a manor for an estate of freehold in possession, or in reversion expectant on a term of years, but with the consent of the termor (if any), may by deed enfranchise any copyhold of inheritance parcel of such manor, in consideration of a yearly rent to be reserved by the deed of enfranchisement, or of the surrender to the lord of part of the copyhold tenement, or of a gross sum of money.

Enfranchisement of Copyholds.

2. A person entitled to a copyhold tenement of

inheritance for an estate for life or other greater estate in possession, or subject to a lease for years, but with the consent of the termor (if any), may accept the enfranchisement of any such tenement or part thereof, and in consideration thereof, may agree to the reservation, by such deed of enfranchisement, of a yearly rent, or may surrender to the lord other part of such tenement, or may pay him a sum of money to be raised as hereinafter is mentioned.

3. Any rent reserved in consideration of an enfranchisement may afterwards be extinguished, in consideration of a conveyance of part of the tenement out of which it shall be payable, or of a gross sum of money; and the person entitled to the manor and enfranchised tenement respectively, who according to the preceding Propositions would have been capable of granting or accepting the enfranchisement of such tenement, if it had not already been enfranchised, shall be empowered in like manner to give or accept a release of such rent.

4. Any rent reserved in consideration of an enfranchisement may, by the agreement in writing of the persons who would be capable of extinguishing such rent, be apportioned among the different parts of the tenement out of which the same shall be reserved; and any such apportioned part may afterwards be extinguished according to the last Proposition.

5. Every rent reserved to the lord in consideration of enfranchisement, shall become parcel of the manor.

6. The tenement, or part thereof, which shall be enfranchised, shall go and be held to the same uses as shall be subsisting in the same tenement imme-

diately before such enfranchisement, or as near thereto as the different natures and tenures of the estates will admit.

7. Any person empowered to obtain enfranchisement of a copyhold of inheritance, or to obtain the extinguishment of a rent, in consideration of a gross sum of money, may raise the same by charging the tenement to be enfranchised, or out of which the rent to be extinguished shall be payable, or any part thereof, with the sum of money agreed to be paid; and for securing the payment of the sum of money so to be charged, with interest, may demise the tenement to be charged unto any person or persons for any term of years, which term shall be made to cease, or be made redeemable, on payment within a reasonable time by the person or persons entitled to the said tenement, of the sum of money to be charged, with interest for the same; and the person making such charge shall covenant to keep down the interest during his ownership.

8. Any gross sum, paid in consideration of an enfranchisement or extinguishment, under the powers hereinbefore proposed to be given, shall be paid to two or more trustees, to be approved of by two barristers of not less than seven years' standing, and shall by such trustees be applied in the redemption of the land tax, or in or towards the discharge of any incumbrance affecting the manor, or affecting other hereditaments settled to the like uses, or shall be laid out in the purchase of land, to be settled to the same uses as may be subsisting in the manor; and, in the mean time, the money may be invested by the trustees, in their names, in Three per Cent. Bank Annuities, or on the security,



by way of mortgage, of the tenement which shall be enfranchised, or out of which the rent to be extinguished shall be payable; and the dividends or interest shall be paid to the person who would be entitled to the rents and profits of the land to be purchased, in case such purchase were made.

9. The words "persons," in the preceding Propositions, shall include corporations aggregate or sole; but the powers hereinbefore proposed to be given, shall not be exercised by an archbishop, bishop, dean, or prebendary, without the consent of the chapter, or by a parson or vicar, without the consent of the patron and ordinary; and any gross sum to be given for enfranchisement or extinguishment, in such cases, shall be paid to the Governors of Queen Ann's Bounty, in trust to be laid out in land, &c.

10. Provision to be made for extending the powers to trustees, guardians, husbands, and committees.

11. Enfranchisements, or extinguishments, to be void at law, for fraud.

12. Enfranchisements and extinguishments shall be binding on incumbrancers, and the powers may be exercised by any such person, as aforesaid, notwithstanding any defect in title.

13. Every copyhold tenement, which shall be enfranchised by virtue of the powers proposed to be given, or otherwise, shall continue to form part of the manor; and every rent, reserved by any deed of enfranchisement, in consideration thereof, shall be a rent service.

14. No copyhold tenement, which shall hereafter be surrendered to the lord, or which he shall

acquire by reason of escheat, or otherwise, shall afterwards be granted by copy of court roll.

15. No land, which has not already been held as copyhold, shall hereafter be granted by copy of court roll.

16. Where any doubts may be entertained respecting the identity or boundaries of freehold and copyhold lands, intermixed or adjoining together, and held in fee-simple, either by the same person or by different persons, the lord of the manor, at the request and expense of the owner or owners of the lands, shall cause a map and survey of the lands to be made and reduced into writing, and reduced at the next or any subsequent customary court; and, at the same or any subsequent court, after such map and survey shall have been examined by the homage, and such evidence shall have been produced as the homage may think proper to require, the lord of the manor or his steward, and the person or persons entitled to such freehold and copyhold lands, by an agreement in writing, may determine what part of the lands, comprised in such map and survey, are the copyhold lands, and what part freehold; and such agreement, when approved by the homage, shall be entered in the court rolls, and thereupon the lands described as copyhold in such agreement shall be copyhold, and the other lands of the copyholder, comprised in the said map or survey, shall be freehold; and such agreement shall be valid, notwithstanding the lord of the manor may be entitled only to a partial estate in the manor, or may be wrongfully in possession thereof.

17. Where the freehold of any tenement held by

copy of court roll has been, or may be, separated from the manor, the copyhold shall afterwards pass by surrender and admission, as if the tenement continued parcel of the manor; and, for the purposes of this Proposition, the freeholder shall be considered as the lord.

18. A Customary Court for taking surrenders and granting admissions of copyhold tenements, and for other proceedings relating to the conveyance thereof, may be held by any lord of the manor, or his steward, notwithstanding there may be no longer two copyhold tenements of the manor, and although no copyhold tenant be present.

19. Any person may surrender his copyhold tenement, by executing, either in or out of the manor, a deed attested by two witnesses, expressing the surrender thereof, and by the delivery of such deed to the lord or steward, either within or out of the manor; and the lord, or steward, shall give an acknowledgment of such delivery, and shall enter the deed in the court rolls.

20. The lord or steward of any manor may grant seizin of any copyhold tenement, and admit any person thereto at any time, and at any place out of court, either within or out of the manor, and shall enter such admission on the court rolls.

21. The lord or steward of a manor receiving any deed of surrender, shall be bound to give, to the person delivering the same, notice in writing of any prior surrender of the same tenement, which he shall not have entered on the court rolls.

22. A copyholder may let his copyhold tenement, or any part thereof, for any term of years not exceeding 21 years, in possession, at rack rent,

without the license of the lord; and every such lease shall be valid and effectual, so far as the interest of the copyholder shall extend; and such lease shall not entitle the lord to a fine.

23. All copyhold tenements shall be subject to debts and specialties, in the same manner as freehold lands(*d*).

24. The several propositions relating to copyhold tenements shall, so far as they may be applicable, extend to customary freeholds.

As to a compulsory enfranchisement, the commissioners say (*e*), "We are obliged to confess that, after deep deliberation, we have not been able to discover any means of speedily attaining so desirable an object. In examining the different cases to be provided for, we have found the difficulties great in proportion as the necessity for the change is urgent.

"We have been obliged to reject all the plans suggested to us for the compulsory abolition of copyhold tenure, and we consider it unnecessary to discuss them in detail. It appears to us that they would either work injustice, or that they would introduce complicated, expensive, and inefficient machinery for adjusting the claims of the lord and tenant. These vary so much according to the customs of different manors, that no general rule can be laid down respecting them, and copyhold tenements being generally of small value, they could not afford the expense of the appointment of commissioners to regulate the terms of enfranchisement, or the ex-

---

(*d*) This is provided for by 3 & 4 Will. IV. c. 104.; and greater facilities are given to judgment creditors to obtain satisfaction, by 1 & 2 Vict. c. 110., and 3 & 4 Vict. c. 82.

(*e*) Third Real Property Report, p. 17.

pense of a trial by jury to ascertain the amount of compensation.

“ In the few instances in which the fine is certain, and the tenant is entitled to the timber and minerals, and privileged to commit waste, it might be easy to lay down a rule by which the fine might be converted into a periodical payment, charged on the tenement as a rent ; but in general there could not be a just compulsory enfranchisement without a specific and particular valuation of each tenement, and of the lord’s interest in it.

“ It must likewise be recollected, when compulsory enfranchisement is considered, that the pecuniary circumstances of many individuals may render the advance of money highly inconvenient ; that a portion of the tenement to be allotted to the lord by way of compensation would generally be too minute to be of any value ; and that there would be great difficulty in apportioning compensation among all who, in possession or remainder, might be entitled to share it, and in securing small sums to meet future contingent interests.”

Bill of  
1835.

It will be observed that the Commissioners do not advise a *compulsory* enfranchisement, but merely that facilities should be given to persons having limited interests, and others who may be desirous of enfranchising. A bill was brought in by Sir John Campbell and Dr. Lushington in 1835 for this purpose, but was thrown out. The Tithe Commutation Act having been found to work well, it was proposed to take the benefit of their machinery for the purpose of enfranchising copyholds ; and in March, 1839, a bill “ For the Enfranchisement of Lands of Copyhold and Customary Tenure, and other Lands

Bill of  
1839.

subject to Manorial Rights," was prepared and brought into the House of Commons by Mr. James Stewart. In this bill, for the first time, a *compulsory* enfranchisement was proposed.

By the 38th clause it was enacted, That after <sup>Compulso-</sup> the first day of August, one thousand eight hundred <sup>ry enfran-</sup> and forty-two, the commissioners shall proceed in <sup>chise-</sup> manner hereinafter mentioned, at such time and <sup>ment (f).</sup> in such order as to them shall seem fit, either by themselves or some assistant commissioner, to ascertain the total sums to be paid for the enfranchisement of the lands in the manors in which no agreement binding on the lord and tenants as aforesaid shall have been made and confirmed as aforesaid : Provided nevertheless, that if any proceeding shall be had towards the making and executing any such agreement after the commissioners shall have given or caused to be given notice of their intention to act as aforesaid in such manor, the commissioners may, if they shall think fit, refrain from acting until the result of such proceedings shall appear.

Clause 39 enacted, That in every case in which <sup>Commis-</sup> the commissioners shall intend proceeding towards <sup>sioners to</sup> such enfranchisement, they shall require the steward <sup>require in-</sup> of the manor, or the lord, where there shall be no <sup>formation</sup> steward, to furnish them with a particular or schedule as or to the effect hereinbefore required to be furnished in the case of voluntary enfranchisement for the purpose of apportionment, and which shall contain a statement of the claim which such steward makes for compensation on such intended enfranchisement, and also such further information as the <sup>from</sup> <sup>steward.</sup>

---

(f) Mr. Stewart is still an advocate for a compulsory enfranchisement, and, it is said, intends bringing in a bill next session for that purpose.

commissioners shall from time to time require relative to the said manor, and which schedule and information the said lord and steward respectively are required to furnish, and from time to time give, in like manner and with and under the like powers and provisos and penalties as are hereinbefore enacted with respect to voluntary enfranchisement; and a duplicate of such schedule and of such information, or so much thereof as the said commissioners shall direct, shall be kept by the said steward or lord within the said manor, or a parish wherein part of the lands copyhold thereof are situate, for inspection by all interested parties, for such periods as the said commissioners shall from time to time direct, and in default of such direction during the whole period which shall intervene between the sending such schedule and information to the commissioners, and the first meeting to be held as hereinafter mentioned; and the commissioners shall furnish such steward or lord with forms of notice of objection to such schedule, and which shall be delivered by such steward or lord to all interested parties upon request.

Notice of inspection and meeting to hear objection to steward's schedule, and to appoint valuers.

Clause 40 enacted, That forthwith after receipt of such schedule and information, the commissioners shall cause notice to be given, in such manner as they may deem expedient, of the said duplicate remaining in the hands of the said steward or lord for the inspection of any person interested; and shall also in such notice appoint some convenient place and such time or times as they shall think necessary (the first not earlier than twenty-one days from the first giving of such notice) for holding a meeting to hear objections to the said schedule by any person interested, and who shall give five days previous

notice in writing to the said steward of the ground of such objection, and to appoint valuers as after mentioned; and the said commissioners or some assistant commissioner shall at such meeting hear and determine any objections which may be then and there so made, or adjourn the further hearing thereof, if they or he should think proper, to a future meeting; and at such meeting or adjourned or subsequent meeting (such subsequent meeting to be called in like manner, or otherwise as hereinbefore provided in the case of voluntary enfranchisements) such objections shall be heard and determined, and such amendments made in the said schedule as shall be necessary by reason of such objections, or the deaths of tenants, or other alterations, during the progress of such inquiries or meetings; and the amount of compensation to be paid to the steward shall also be determined at such meeting or meetings by the said commissioners or assistant commissioner; and valuers shall be appointed as is hereinbefore provided on voluntary agreements, in cases where one half the number of such valuers are to be appointed by the lords, and the other half by the tenants; and which valuers respectively, and their respective umpires (to be appointed in like manner as hereinbefore is provided with respect to voluntary agreements) shall make the like declaration, and act in like manner, and with the like powers, and under the like provisoes as if their appointments respectively had taken place under a voluntary agreement for enfranchisement, as hereinbefore mentioned and provided.

Clause 41. And be it enacted, That if upon the In all cases



under the Act, if valuers not appointed in six months, or valuation not made in that period, commissioners may appoint.

expiration of six calendar months after the day of the first meeting for appointment of valuers in the cases lastly hereinbefore provided, or if within the like period from the confirmation of any voluntary agreement to be made as hereinbefore mentioned, no valuers shall have been appointed, or their valuation, apportionments or schedules (as the case may be) respectively shall not have been made and sent to the office of the commissioners, it shall be lawful for the commissioners from time to time to appoint such competent person or persons as they shall deem fit as valuer or valuers, with the like powers and duties, and whose costs and expenses shall be payable in like manner as is hereinbefore provided with respect to valuers to be appointed and acting under any voluntary agreement for enfranchisement.

Schedules of valuation to be inspected, and meeting held to hear objections.

Clause 42. And be it enacted, That as soon as the said valuers shall have made such valuation and schedules, and the same shall have been sent to the commissioners, they shall cause a copy thereof respectively to be deposited in the hands of the steward or lord, or other person, as hereinbefore provided with respect to the case of voluntary enfranchisement, for the inspection of all tenants and parties interested, and which inspection shall be allowed as fully, and in like manner and subject to the like provisoes and penalties as are hereinbefore enacted with respect to voluntary enfranchisement; and the commissioners shall in like manner cause notice to be given of, and hold, such meeting or meetings for hearing and determining objections to such schedules respectively, and shall proceed thereon, and to amend the same, as is hereinbefore provided with re-

spect to voluntary enfranchisements, and shall in like manner from time to time make the requisite amendments in such schedule, in consequence of deaths or otherwise as aforesaid.

Clause 43. And be it enacted, That the costs and Expenses. expenses of such valuation and schedules, and the costs of the apportionment after mentioned, shall be payable and paid in like manner as is hereinbefore provided with respect to costs and expenses under voluntary enfranchisements.

Clause 44. And be it enacted, That the commis- Apportion- sioners shall also forthwith after such schedules re- ment. spectively shall be so settled and amended, cause an apportionment to be made of the sums to be paid by each tenant and otherwise in like manner as is hereinbefore provided with respect to voluntary enfranchisements, and shall cause a like apportionment to be made of the compensation (if any) payable to the steward or other officers of the manor, and of the costs of the proceedings; and the commissioners shall in like manner cause a schedule of such apportionment and a copy thereof to be made, and shall cause the like inspection thereof as is hereinbefore provided with respect to voluntary enfranchisements, and shall in like manner proceed to confirmation and engrossment thereof, and the deposit of copies thereof, and of the schedules and papers relating thereto, with the steward of the manor and clerk of the peace in manner hereinbefore mentioned.

Clause 45. And be it enacted, That before con- Notice. firmation of any such compulsory enfranchisement, notice shall be given to such persons, and in like

manner on the same being required by the commissioners, as is hereinbefore provided with respect to voluntary enfranchisement.

Apportionment not to be questioned after confirmation.

Clause 46. And be it enacted, That no confirmed valuation, apportionment or schedule under any compulsory enfranchisement, shall be impeached after the confirmation thereof by reason of any mistake or informality therein, or in any proceedings relative thereto, except with the consent of all parties interested therein.

Bill of 1840.

The compulsory powers given to the Copyhold Commissioners are much the same, *mutatis mutandis*, as those given to the Tithe Commissioners, in the cases of Tithe Commutation; this bill passed through the Lower House, although without the compulsory clauses we have above given, but was rejected in the House of Lords. In 1840, a bill was introduced in the Upper House by Lord Brougham, similar, I believe, to Mr. Stewart's bill of the previous session, as it passed the Commons, except as to certain clauses, providing, instead of enfranchisement being entirely at the option of the lord, that, in the event of a very large preponderance of the tenants wanting an enfranchisement, the lord should be bound (with proper protection and power of appeal) to give his consent. A counter bill was also presented by Lord Redesdale, intituled "A Bill for the Commutation of certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights; and for facilitating the Enfranchisement of such Lands." These two bills were again presented by Lord Brougham and Lord Redes-

Bill of 1841.

dale early in the session of 1841, and after having been referred to a select committee of the House of Lords, were consolidated into one bill and sent to the Commons, where several clauses were added in Committee and on recommitment, which were agreed to by the Upper House; and the bill received the Royal assent on the twenty-first day of June, 1841.

*Observations on the New Act.*

The object of this Act is, through the medium and machinery of the tithe commissioners;—1st, to enable lords and tenants of lands of copyhold and customary tenure to commute manorial rights for an annual rent-charge, variable according to the price of corn, barley, and oats, or for a fine on death or alienation, also variable according to the price of corn; 2ndly, to facilitate enfranchisement; and, 3rdly, to improve such tenure. Objects of the Act.

The Act extends to England, Wales, and Ireland, and comes into operation from the date of the Royal assent, as to all its provisions, except the sections 86, 87, 88, 89, and 90, empowering lords of manors—after the 31st December, 1841—to hold Customary Courts, although no copyhold tenant be present; grant lands to be held by copy of court roll out of the manor; and dispensing with the presentment by the homage, in cases of admission. To encourage parties to make use of the Act, all agreements, awards, schedules of apportionment, and powers of attorney, made under it, are exempted from the stamp duty (clause 93). Extent of the Act.

The Act is not to apply to crown lands, unless where expressly mentioned (s. 98), and is not to

affect the Duchy of Cornwall in any case (s. 99). Why these clauses were inserted, it is difficult to understand ; it must have been some after-thought of the legal advisers of the Crown, as they were not in the bill originally. The copyhold property held by her Majesty in right of the crown, and of the Duchies of Lancaster and Cornwall, is very considerable ; and great benefit would have arisen, had the Act been extended to those manors : but as was said before, the Act does not apply at all to the Duchy of Cornwall ; and as to the rest of the Crown manors, the provisions which do extend to them, only relate to the *third* part of the preamble, that is to say, *the improvement of such tenures*, and do not include any powers of *commutation* or *enfranchisement* (s. 97).

Mines and  
minerals.

In a case before the Master of the Rolls, and subsequently before the Lord Chancellor, in June last, one of the inconveniencies of copyhold tenure was strongly illustrated (*g*). In this case the Queen, in right of the Duchy of Lancaster, was lady of the manor ; the defendant, under a grant from the Crown, claimed the right to work his mines throughout a whole district, part of which was covered with houses, and the *right* so to work the mines does not appear even to have been disputed ; the only question at issue was, whether the copyhold tenants (the owners of the houses,) were entitled to any compensation for their houses falling down, in consequence of the substratum being undermined.

Rights in all mines and minerals are excepted from the operation of the Act, unless *expressly* com-

---

(*g*) Hilton v. Lord Granville. MS. note.

muted; and it is to be feared, that, with respect to this grievance in the tenure, not much will be done under the Act. As has been before observed, (p. 4,) great controversy frequently occurs between the lord and the copyholder, as to their respective rights in mines and minerals; and often they remain quite unproductive and unopened in consequence of neither the lord nor the tenant having any power to work them, without the leave of the other.

A very curious custom is mentioned by Camden, as to the lead mines in the Mendip Hills in Somersetshire. He says, they are free to be worked by any *Englishman*, except he has forfeited his right by stealing any of the ore or tools of the others (*h*).

Although the clauses 85—93, empowering courts of equity to decree partition of copyhold lands, and facilitating admissions and holding customary courts, will certainly be beneficial where the tenure remains; the great objects of the Act are contained in the *two first* heads, namely *commutation* and *enfranchisement*. Improve-  
ment of the  
tenure.

1st, as to commutation. As the commutation is Commuta-  
tion. to be voluntary, the concurrence of the lords and tenants is necessary to carry it into effect; but the Act is so far compulsory, that a lord whose interest

---

(*h*) Camden's Brit. 78. *The exception* did not in all probability often occur, from the summary vengeance taken on the offender. "The groviers," (*i. e.* miners,) says Camden, "living at some distance, leave their tools and the oar (ore) they have got sometimes open upon the hill; or at best, shut up in a slight hut. Whoever, amongst them, steals any thing, and is found guilty, is thus punished: he's shut up in a hut, and then dry fearn furzes, and such other combustible matter is put round it, and fire set to it. When 'tis on fire, the criminal, who has his hands and feet at liberty, may with them (*if he can*), break down his hut, and making himself a passage out of it, get free and be gone; but must never dare to do any more on the hill."

is not less than three fourths in value, and tenants amounting to three fourths in number, and whose interest is not less than three fourths in value, may make an agreement by which all will be bound; even extending to rights in mines and minerals, *if expressly agreed upon* (s. 13). The meetings for effecting this agreement (which are for the commutation of entire manors, or of such part of a manor as the commissioners shall, under their hands and seals (with the consent of the lord) declare to be a manor for the purpose of any commutation under the Act (s. 102), are to be convened by public advertisement; and due provisions are made for ascertaining and representing the interest of all parties (s. 13). If a party interested is under any disability, or beyond the seas, the guardian, trustees, committee of the estate, husband, or attorney respectively, (as the case may be,) is to be substituted for such interested party (i).

The commutation may be made for an annual sum by way of rent-charge, variable according to the price of corn, where it exceeds 20*s.*, and a small fixed fine on death or alienation, not exceeding 5*s.* (s. 14).

A commutation may also be made in consideration of a fine on death or alienation, or at any fixed period to be agreed on by the parties; such fine to be fixed either by the agreement, or by valuers; but also to be variable according to the price of corn (s. 15).

For the purpose of electing a chairman at a meeting, the lord's vote is to be reckoned at one third of the whole number, and the votes of the tenants

---

(i) See also *post*, p. 26 & 56.

individually (s. 16). But to make a commutation agreement, appoint valuers, &c. the mode of computation is more complicated. The interest of tenants liable to arbitrary fines is to be estimated according to the poor rate; or if not rated, then as near the annual value of the land as the chairman can estimate. The commissioners, *if applied to by the parties*, are to make special rules for computing the interest of tenants liable to fines certain, and to heriots in kind; but if no such rule is applied for, as to the former, the annual value is to be considered at one half the fine certain, and as to the latter, as near one fifth of the annual value of the land, as the chairman can estimate (s. 17).

The commissioners, after the receipt of the necessary valuations and information from the valuers appointed by the parties (s. 24), and from the steward of the manor, are to make a schedule of apportionment, of which copies are to be deposited with the lord or steward of the manor for inspection, time being allowed and fixed for notices to the parties interested, and the correction of errors; and subject to such provisions, the apportionment is completed by the confirmation of the commissioners under their hands and seals (s. 32).

It will be observed, that the before-mentioned agreements are for commuting whole manors, or what are to be considered as such; but power is also given by this Act to any tenant or any lord (whatever may be their respective interests), with the consent of the commissioners, to enter into an agreement for the commutation of *all or any of the lord's rights* in consideration of a corn rent-charge, or a fine on death or alienation; and facilities are given



in cases of persons having limited interests, and where all or twelve or more of the tenants of a manor agree for such commutation (s. 52).

Enfranchisement.

2dly. As to *enfranchisement* (*k*). In addition to its ordinary signification, of converting copyhold property into freehold tenure, enfranchisement is declared by the Act (sect. 102), to extend to and include the discharge of *freehold* lands from heriots and other manorial rights.

The powers and facilities given by the Act for enfranchising, are much the same as in cases of *voluntary* commutation. The lords or tenants, *whatever may be their interests*, may enfranchise, but where any party has only a limited estate, notice is to be given to the person in remainder or reversion; and if such remainder-man or reversioner is under disability, or beyond the seas, then notice is to be given to the guardian, trustees, committee of the estate, husband or attorney (as the case may require), *or in default thereof*, or if the person entitled is unknown, the commissioners are to appoint some fit person to whom such notice is to be given.

A guardian may at any time be appointed by the Court of Chancery, without a suit, on petition.—Seton on Decrees, p. 278, and Macpherson's Law of Infants, p. 104. A committee of the estate of a lunatic cannot be appointed, until he is so found by inquisition. When so found, a petition is pre-

---

(*k*) This word is derived from the French, *enfranchir*, to make free; so when a villain was released from his duties to his lord, he was said to be enfranchised.—Jacob's Law Dictionary.

sented to the Lord Chancellor for that purpose.—  
Shelford on Lunatics, 627.

It seems, however, that for the purpose of any enfranchisement or commutation under this Act, no guardian or committee need be appointed; and that should there be none, the commissioners themselves may name any person, whom after due inquiry they shall think fit, and substitute such person for the infant or lunatic. The Act does not state what evidence of lunacy the commissioners are to deem sufficient; but, it is apprehended, they will not require that the alleged lunatic should be so found by inquisition.

The enfranchisement may be effected by a simple conveyance; or if all the tenants, or as many as twelve of the tenants of a manor, or of a portion of a manor declared by the commissioners to be considered as a manor, agree, it may be done by a schedule of apportionment, which is to be confirmed by the commissioners. Where a fine or other manorial rights would not become due until some future event, a portion of the enfranchisement may be postponed till that event. Tenants may charge their lands, by mortgage for a term, with the enfranchisement consideration, to any person willing to advance the money; but until the consideration for enfranchisement is paid to the lord and steward, it is to remain a charge on the land as a mortgage in fee.

Immediately after the enfranchisement, the land is to become in all respects of freehold or common socage tenure; but all rights of common are to remain attached to the freehold, as if no enfranchisement had taken place.

**Custom of gavelkind.** *In the county of Kent*, the custom of *Gavelkind* is not to be affected; so that, where the copyhold land enfranchised did, before such enfranchisement, descend according to the custom of gavelkind, (that is to say, to all males of equal degree, equally,) it is still so to descend after it has become freehold by the enfranchisement; and indeed so far from there being any thing repugnant to the qualities or incidents of a *freehold*, in such a custom being preserved, it may be here observed, that *gavelkind land* in the county of Kent, generally speaking, is of freehold tenure, and that where, in copyholds, an analogous custom prevails, it is an exception to the rule, and strictly is not *gavelkind land*, but "copyhold land held according to the custom of gavelkind."

**Expenses.** All expenses attending commutation or enfranchisement are, (with the exception of those of the commissioners and assistant commissioners,) to be paid by the parties enfranchising or commuting respectively, and, where parties have limited interests, may be charged on the land.

**Commission.** The commissioners appointed to carry the Act into execution are the present Tithe Commissioners, William Blamire, Esq., Captain Wentworth Buller, and the Rev. Richard Jones.

# Analytical Digest

OF THE

ACT 4 & 5 VICT. c. 35.

---

*The Clauses with the Letter [C.] prefixed to them refer to Commutation, and those with the Letter [E.] to Enfranchisement; the Clauses with [C. & E.] prefixed refer to both.*

---

## *Preamble, and Appointment of Commissioners.*

SECT.

1. After reciting that it is expedient to provide the means for an adequate compensation for the rents, fines, and heriots payable in respect of lands of copyhold and customary tenure and of other lands subject to such payments, or any of them, and for facilitating the voluntary enfranchisement of such lands, and for improving such tenure, it is enacted, That "*The Tithe Commissioners for England and Wales*" for the time being shall be the commissioners for carrying the Act into execution, and that should the Act not be carried into execution before the tithe commissioners cease to act, other commissioners may be appointed, &c., with power to supply vacancies.
2. *Style of Commissioners, Seal, &c.*  
Enacts that the commissioners shall be styled "*The Copyhold Commissioners,*" and shall have their office and seal, and that instruments sealed are to be received in evidence, &c.
3. *Report to Secretary of State, &c.*

Commissioners to report to secretary of state, and annual report to be laid before parliament.

## SECT.

4. *Assistant Commissioners, &c.*

Power to appoint and remove assistant commissioners, secretary, &c.

5. *No Commissioners or Assistant Commissioners to sit in House of Commons.*6. *Operation of Act as to Appointments limited to five years.*7. *Salaries and Allowances of Commissioners, Assistant Commissioners, Secretary, &c.*8. *To be paid out of Consolidated Fund.*9. *Declaration.*

Commissioners and assistant commissioners to make declaration before acting.

10. *Commissioners may delegate Powers to Assistant Commissioners.*

[C. &amp; E.]

11. *Disabilities of lords or tenants provided for.*

[C.]

12. *Power to appoint Attorney.*

An attorney may be appointed, and at the first meeting the power, or a copy, shall be delivered to the chairman.

[C.]

13. *Power to call a Meeting, &c.*

Any lord or lords whose interest shall not be less than one fourth of annual value of manor, or any tenant or tenants to the number of ten, or, when there shall not be so many tenants as ten, then one half of the tenants of the manor may call a meeting of the lords and tenants (by notice to be affixed twenty-one days before the meeting on principal outer door of church of parish within the limits of which the manor or greater part in value extends, or on door or conspicuous part of some house or building where courts usually held, and twice advertised in some newspaper, or once in each of two newspapers published in successive weeks generally circulated in the county), for the purpose of making an agreement for the general commutation of the rents, fines, and heriots thereafter to become due in respect of lands holden of such manor, and of the lord's rights in timber; and every lord or tenant present at such meeting

SECT.

shall bear his own expense of attendance ; and the lords and tenants present at such meeting, the latter of whom being not less than three fourths of the tenants in number, and the lord's and tenant's interest in the manor and lands not being less than three fourths of the interest in the value thereof respectively, may proceed to make and execute an agreement for commutation of the rents, fines, and heriots thereafter to become due in respect of the lands holden of the manor, and of the lord's rights in timber ; and if so expressly agreed between such lords and tenants, the commutation may be made to extend to rights in mines and minerals, but otherwise shall not extend to affect such rights.

14. *Terms on which Agreement may be made.*

[C.]

Such agreement may be entered into for commutation of the lord's rights on payment to him of an annual sum by way of rent-charge, and of a small fixed fine upon death or alienation, in no case exceeding five shillings ; the rent-charge to commence either in whole or in part according as the commissioners shall direct, from the date of the confirmation of such agreement (except where otherwise directed by the commissioners), and to be valued and variable (when exceeding twenty shillings) according to the price of corn, in the same manner as the tithe commutation rent-charge ; and the amount of the rent-charge may be fixed by the agreement, or separate rent-charges may be agreed upon between lord and tenant, or the rent-charge may be subject to diminution or increase to such an amount *per centum* as shall be agreed on ; and the agreement may determine the apportionment for each tenant, or the rent-charge and apportionment may be left to be fixed by valuers ; and it may be agreed that so much of the rent-charge as shall be in lieu of fines, &c. shall not commence until the period of the next Act on which a fine would become

## SECT.

- payable, and the rent-charge shall then be increased accordingly. In cases of doubt or difference the decision of the commissioners thereon to be conclusive.
- [C.] 15. *Commutation* may take place in consideration of a fine on death or alienation, or at any fixed period to be agreed upon by the parties; every such fine to be fixed by the agreement, or to be subject to increase or diminution by the valuers, to such an amount *per centum* as shall be expressed in such agreement.
- [C.] 16. *A provisional Agreement* may be made, and to be binding if executed by all necessary parties within six months.
- [C.] 17. *Proportional Interest how to be computed*, for the purpose of voting.
- [C.] 18. *Power to adjourn Meetings*, but notice of adjournment to be once advertised.
- [C.] 19. *Agreement to bear date on the day on which the first signature shall be attached thereto*, or to the memorandum or minute thereof, and to be in such form as the commissioners shall from time to time direct.
20. *Commissioners to frame and circulate Forms, &c.*
- [C. & E.] 21. *Suits and Differences as to Rights or Boundaries, or any Difference as to Commutation, Agreement, or any Enfranchisement under the Act, may be referred to Arbitration.*
- [C. & E.] 22. *Commissioners to require Consents of Ecclesiastical Corporations*, or other bodies, whose interests appear to be affected, to be annexed to the agreement.
- [C.] 23. *Agreement to be confirmed by Commissioners, and then to be binding on all Persons interested.*  
*Power to the Commissioners to direct that the rent-charge to be paid by any particular tenant shall not commence until the period of the next act or event on which the fine for which such rent-charge shall be commuted would have become payable, and that the amount of rent-*

SECT.

charge be then increased as commissioners shall think fit.

24. *Appointment of Valuers.*

[C.]

At meeting, or adjourned meeting, valuers to be appointed to make valuations, apportionments, and schedules, as follow; (i. e.) if the commutation is in consideration of a rent-charge payable to the lord and fixed by the agreement, the tenants to appoint; and if majority in number and value do not agree, then two or other even number to be appointed, half by number and half by value; and when the commutation is not in consideration of a fixed rent-charge, half the valuers to be appointed by the lord and half by the tenants.

25. *Valuers to apply to the Commissioners for Instructions, and are then to proceed to ascertain Value of lands, and make out and send to office of commissioners such valuation; umpires to be appointed by commissioners.*

[C.]

26. *Power to enter Lands, &c. Valuers and umpires to make declaration before acting.*

[C.]

27. *Steward to furnish Information, for the purpose of enabling valuers to make valuation, and otherwise to facilitate commutations under the Act; the steward shall, in such manner as commissioners shall direct, on request by valuers or chairman of meeting, make a correct statement in writing of—*

[C.]

The tenants of the manor:

Description of their lands:

The amount of assessment to poor rate:

Amount received for heriots in respect of each tenant, for three times previous:

And any other information which the commissioners shall direct:

Shall produce same for inspection at the meetings, and allow extracts to be taken, and, upon request by valuers, deliver to them a copy of such schedule, or the parts which they may require for such statements and extracts; the



**SECT.**

steward to receive such sum as shall be agreed on, and fourpence for seventy-two words, for copies or extracts.

The steward shall also, within three calendar months after the signature of the agreement, or such time as the commissioners shall fix, make out and send to them such information as they may direct.

Power to make inquiries personally or by letter sent by post as to ages of tenants, and enactment that tenant refusing to give information shall not afterwards be allowed to object to age stated, unless the commissioners shall see cause to direct otherwise, and penalty on giving untrue statement.

Steward to give from time to time such other information to commissioners as they may require, with penalty on default.

[C.] 28. *Valuers to take particular Circumstances of each Case into consideration.*

[C.] 29. *Schedules of Valuation to be deposited for Inspection, and Meeting to determine Objections.*

Copies of schedules by valuers to be lodged with steward, for inspection by all interested parties, without charge, and notice to be given as commissioners may direct, with penalty on refusal to disallow inspection.

Notice to fix time for hearing objections, and at such meetings objections to be heard and determined by assistant commissioner, with power to adjourn when requisite, and direct any further valuation, &c. to be made.

No lord of a manor or other person to be allowed to object without giving ten days previous notice of intention to object, unless upon cause shown to the satisfaction of the commissioners; such notice from a tenant to be left with the steward, and inspected by other parties with schedules; forms of notices to be supplied to steward, and by him delivered to party applying.

Sect.

After hearing and determining objections, assistant commissioner to amend schedules, and power to him or commissioners to amend such valuations or schedule as to alterations by deaths, change in ages, &c., on satisfactory proof, by affidavit or otherwise, that such alterations are requisite.

30. *Expenses of Proceedings for effecting any Commutation under the Act* (except in cases where from special circumstances the commissioners shall direct otherwise, and except in cases where the parties to the agreement shall therein provide otherwise, and then as they shall have provided) shall be payable as follows : Where the valuers shall be appointed by the tenants, the costs of valuation and schedules shall be paid by the tenants rateably according to the sum charged on their land under this Act; but where the valuers shall be appointed by the lord and tenants, then, if not more than two appointed, the lord shall pay one half and the tenants one half; and where more than two shall be appointed, the lord shall pay one third, and the tenants two thirds; and in case of dispute as to costs the commissioners shall have power to decide the same. [C.]
31. *Schedule to be made by the Commissioners.* [C.]  
Forthwith, after receipt of the schedules settled and amended, the commissioners shall cause a schedule to be made of the apportionment to be made of the sums to be paid by each tenant.
32. *Schedule of Apportionment to be inspected : Errors pointed out and rectified, and Schedule then confirmed.* [C.]

The commissioners shall forthwith, after making such schedule, cause a copy to be deposited with the steward for inspection by all parties interested : notice is to be given of such deposit, and steward to allow inspection under a penalty for default : parties interested may give notice of any errors to the steward, who

**SECT.**

must send them with the copy apportionment to the commissioners, at the expiration of the time appointed for inspection; the commissioners shall then inquire into and rectify such errors, and cause the apportionment to be engrossed, and annex any plans or schedules thereto required for elucidation thereof, and confirm the same under their hands and seal.

[C.] 33. *Copies of confirmed Apportionment to be deposited with Steward and Clerk of the Peace.*

Two copies of every confirmed apportionment, with documents annexed, to be made and sealed by the commissioners: one copy to be deposited with the steward, and kept with the court rolls, and the other with the clerk of the peace for the county or jurisdiction within which the manor or greater part in value, computed as aforesaid, shall be situated, to be kept by him and his successors; and all persons interested therein may have access to the said copies respectively, and have copies or extracts thereof, on giving reasonable notice and paying two shillings and sixpence for each inspection, and threepence for every seventy-two words in such copies or extracts: the statements in such apportionment, &c. to be received as evidence; and deposit to be notified by advertisement as commissioners may direct.

[C.] 34. *Notice to Parties.*

The commissioners, before confirming any agreement, valuation, assessment, schedule, or apportionment, may require notice thereof to be given, in such manner as they shall direct, to the person next in remainder, reversion, or expectancy of an estate of inheritance in any manor or lands, or any other person to whom they may think notice ought to be given, and by themselves or assistant commissioners may hear and determine any objection made to such confirmation by any person so interested, and may direct any amendment accordingly.

SECT.

35. *Commissioners may correct Errors. with* [C.]  
*Consent of all Parties.*

36. *Lands to be discharged from the Payment of* [C.]  
*all the Lord's Rents, Fines, and Heriots, and*  
*Rights in Timber, and a Rent-charge and*  
*fixed Fine to be paid in lieu thereof.*

This discharge is to take place from the first of January next following the confirmation of the apportionment; and from that day, or from such time as shall be fixed by the commissioners, a rent-charge is to be payable, and a fixed fine, not exceeding five shillings, upon death or alienation, to be stated in the apportionment; the rent-charge (when it shall exceed twenty shillings) to be valued in bushels of wheat, barley, and oats, and variable according to the prices of such grain, in the same manner as the tithe commutation rent-charge, and to be payable half-yearly; or the commutation consideration may be only a fine payable on death or alienation, but to be valued in bushels of wheat, barley, and oats, and variable according to the prices for the time being of such grain.

37. *Schedule of Apportionment to specify in* [C.]  
*what Events any Rent-charge is to be increased*  
*or diminished.*

Where, by the agreement, a rent-charge shall have been made subject to increase or diminution in certain events, the schedule is to state the events in which such alteration in the rent-charge is to take place.

38. *Power to Commissioners to appoint Valuers.* [C.]

If no valuers shall have been appointed within six months after confirmation of agreement, or the valuation shall not have been made and sent to the commissioners within that period, or any valuer shall die or become incapable to act, the commissioners may appoint valuers.

39. *Commissioners may hear and determine Dis-*  
*putes, touching any fines or other manorial*

## SECT.

payments or incidents (except mines and minerals).

40. *Subject to Appeal by an Issue at Law, or a Case stated.*

41. *Proceedings not to abate by Death of Parties.*

42. *In case of Death of Parties* before actions brought, &c. the same to be carried on in their names.

[C. & E.] 43. *Power to summon Witnesses, &c.* Power to summon witnesses and administer oaths, and to call for returns, production of deeds, &c.

[C.] 44. *Expenses of Witnesses, &c.* Commissioners or assistant commissioner may order expenses of witnesses and of production of books, deeds, court rolls, &c., and all other expenses (except salaries or allowance to commissioners or assistant commissioner) incurred in settlement of any suit or difference, or in hearing or determining any objections, &c., to be paid by such interested parties, and to such parties as they or he may think fit and reasonable.

[C.] 45. *Tenant paying Rent-charge or Expenses to be allowed the same in account with his Landlord.*

[C. & E.] 46. *Copyhold Lands held for a Term of Years* of a tenant of any manor at a lower rent than the sum about to be imposed on the same for commutation, declared to be exempted from the provisions of this Act, unless the tenant on the court roll shall give such security for the payment of all sums so to be charged on such lands as shall be satisfactory to the occupier thereof and to the commissioners.

[C.] 47. *When Rent-charge is in arrear* for twenty-one days after half-yearly day of payment, the person entitled thereto may distrain.

[C.] 48. *When Rent-charge is in arrear* for forty days after half-yearly day of payment, and there shall be no sufficient distress on the premises liable to the payment thereof, a writ is to be issued by a judge at Westminster directing the sheriff to summon a jury to assess the arrears.

## SECT.

Upon the execution of this writ the owner of the rent-charge may sue out a writ of *Habere facias possessionem*, directed to the sheriff, who is to deliver possession of the lands chargeable therewith to such owner, who may hold them until the arrears and costs (the arrears not being for more than two years, over and above the time of possession) shall be satisfied.

49. *Account how to be rendered.*

[C.]

The court out of which the writ shall have issued, or any judge at chambers, may order the owner of the rent-charge to account for the rents and produce of the lands, and to pay over the surplus (if any) to the person entitled, and thereupon a writ of *Supersedeas* is to issue. Court or judge, by rule or order, may give summary relief.

50. *Powers of 4 & 5 Will. IV. c. 22. to extend to Rent-charges under this Act.*

[C.]

51. *Rents, Fines, Heriots, or other Manorial Rights*, which may be subject of commutation, accrued due before the 1st of January following the confirmation of the apportionment, not to be affected.

[C.]

52. *Power to effect a voluntary Commutation.*

[C.]

The lord and any one or more tenant or tenants of any manor (whatever may be their respective interests) may enter into an agreement, with the consent of the commissioners, for the commutation of the lord's rights to rents, fines, and heriots, and any other of the lord's rights, in consideration of a rent-charge, variable as before mentioned (where it shall exceed twenty shillings), and of a small fine certain (not exceeding five shillings) on death or alienation, or in consideration of the payment of a fine on death or alienation; and such agreement may include an apportionment of the rent-charge or other consideration for commutation, and of the ex-

**SECT.**

penses, &c. If twelve or more tenants agree, a schedule may be made by steward. Notice to be given to remainder-men. Commutation may be made by an absolute conveyance, or by an agreement to be enrolled on the court rolls of the manor.

[C.] **53. Powers of Lords of Manors to recover Commutation Fines.**

[C.] **54. Power to effect supplemental or substituted Commutation.**

[C.] **55. Apportionment of Rent and Fines.** Any apportionment of commutation of rents or fines to be effected by an entry of apportionment on the court rolls, as now done in case of apportionment of quit-rent.

[E.] **56. Power to Lords and Tenants to effect voluntary Enfranchisements.**

For the purpose of affording to the lords and tenants respectively the opportunity of effecting enfranchisements, it shall be lawful for the lord and tenants of any manor (whatsoever may be their estate or interest therein), with the consent of the commissioners under this Act, to enfranchise any of the lands holden of the said manor, in consideration of a sum of money to be agreed on between them and the tenant affected; and certain facilities are given to such enfranchisements, and cases of disabilities provided for.

[E.] **57. How such Enfranchisements may be effected.**

Every such enfranchisement, where the agreement shall not be entered into by all the tenants, or their number shall be less than twelve, or whatever may be their number if the parties think fit, shall be made by such conveyance, deed, or assurance as would be adopted for effecting such enfranchisement if the lord were seised of the manor for an absolute estate of inheritance in fee simple in possession.

SECT.

58. *Commissioners*, before giving their consent to the agreement, shall upon the written request of any three or more tenants, parties thereto, satisfy themselves of the title to the manor; and the expenses of that investigation, as well as the general expenses, shall be borne by the parties, as may be agreed upon; and in default, as the commissioners shall direct. In case the lord shall refuse to afford the required information the agreement to be null and void. [E.]
59. *Where the Lord is entitled only for a limited Interest, or shall be under Disability*, the purchase money to be applied in manner after provided for. [E.]
60. *Power to Tenants* to defer, in certain cases, payment of a portion of the consideration for enfranchisement until the next event at which a fine would be payable. [E.]
61. *When the Sum becomes due*, the lord shall be entitled to the rents and profits of the land, and may proceed to obtain possession as in like cases of default. [E.]
62. *Power to Tenant to defer Payment of Consideration for Enfranchisement*. It shall be lawful for any tenant, at any reasonable time after the execution of agreement for enfranchisement (to be fixed by the commissioners, or, in default of their fixing any other limit, at any other time or until within ten days next previous to the delivery by the steward to the commissioners of the schedule of apportionment,) to declare, by notice under his hand, to be delivered to the lord or steward, as in case of other notices, his desire that such compensation shall remain a charge on the lands affected thereby for any number of years not exceeding fourteen, or as to tenants for life, for the whole period of his life, and one year longer; and which notices the said steward shall forthwith, or with the schedule of apportionment, send to the commissioners; and [E.]



## SECT.

thereupon the said commissioners, with the consent of the lord, but not otherwise, shall insert, in a column of the apportionment to be appropriated to that purpose, the number of years or period for which such charge is to be continued, and thereupon (subject as after mentioned) no proceedings shall be instituted during such term or period to enforce payment of the principal money so apportioned: Provided that lawful interest shall be paid half-yearly on the days to be mentioned in such apportionment, or if not mentioned therein, at the expiration of each half-year, computed from the date thereof, and that such proceedings may be instituted, and nothing in the Act contained shall extend to protect any tenant or other person from such proceedings, in case one and a half year's interest shall remain due on the said principal sum apportioned, or on any part thereof, to the extent of one half: Provided also, that during the term so fixed, the lord shall not be compellable to receive payment of the principal money without receiving twelve calendar months notice of intention to pay off the same, and that in case the interest on such principal sum shall be in arrear thirty days, it shall be lawful for party entitled to receive such interest money, to levy the same by distress and sale of the goods on the lands and tenements enfranchised and affected by such enfranchisement money.

[E.] 63. *Where Payments are deferred by Tenants, Provision made as to Lords being Tenants for Life.*

[E.] 64. *Substituted Titles.* Lands enfranchised shall be deemed to be held under the same title as that under which the same were held at the time of the enfranchisement, and shall not be subject to any estates, rights, titles, interests, incumbrances, claims, or demands affecting the manor of which the same were holden.

SECT.

65. *General Expenses and Recovery.* Expenses [C. & E.] of valuations, and of making copies of apportionments, schedules, &c. required under the provisions of this Act, and all expenses attending commutations or enfranchisements (except otherwise provided for) shall be paid as commissioners may in apportionment or otherwise under their hands and seals direct; and if any difference shall arise as to amount to be paid by or to any person, the commissioners or assistant commissioner may, under their or his hand, certify amount; and in default of payment the same may, on production of certificate, or of a deposited copy of apportionment, be recovered before two justices of peace, by distress and sale, with costs of application and proceedings.

66. *Action for Expenses.* If expenses not levied [C. & E.] within two months after warrant of distress granted, the person entitled (if the same including costs of distress shall amount to forty shillings), his executors, &c. may recover same, with costs of suit, in any court of law at Westminster, against party named in certificate or apportionment, his executors, &c., in which action such certificate or copy of apportionment shall be satisfactory evidence of the amount of such expenses, and of the same being due from and to the parties therein named; and the certificate of such justices under their hands shall be evidence of the costs of such application, and the warrant which they are required to give in such cases shall be satisfactory evidence of non-recovery of such expenses and costs under the distress.

67. *Expenses of Trustees.* Every tenant of the [C. & E.] manor being a trustee (save as against an unadmitted mortgagee) shall be entitled to recover in like manner by distress or action respectively all expenses, costs, and charges which he may have to pay under any such certificate, apportionment, distress, or action,

SECT.

from the person beneficially interested, at the date of such apportionment, in the lands, his executors, &c., or by like distress on the lands, and the occupiers thereof shall be entitled to deduct any such payments from any rent then or subsequently due; and should any dispute arise as to any trusteeship or right to recover, the same shall be determined by the commissioners or assistant commissioners, as in the case of causes of difference before mentioned; the like evidence of certificate, &c. to be admitted in any such proceedings or action.

- [C. & E.] 68. *Copyholders, &c. having limited Interests, may charge Costs in certain Cases.*

Tenants having limited interests may, with consent of commissioners, by a simple entry on court rolls, charge the lands with the costs and interest, the principal being however reduced one twentieth each year; the steward to charge only thirteen shillings and fourpence for such entry and copy, which is not to be liable to stamp duty.

- [C.] 69. *Expenses payable by Lords of Manors.*

Expenses payable by lords having partial interests, or being trustees, may, together with reasonable expenses incurred in employing agents to protect their interests (in cases of commutation) be in like manner charged upon the manor, with interest at four per cent.; but the expenses of agents must have been previously approved of by the commissioners.

- [E.] 70. *Lands to be charged with Enfranchisement Considerations as on Mortgage in Fee.*

From and immediately after date of final confirmation of apportionment the several and respective lands holden of the manor shall stand chargeable with the respective sums mentioned in the apportionment as payable to the lord and steward respectively, with the lawful interest from that day until payment; and the person or persons for the time being seised of

SECT.

the manor shall be deemed to be seised of the said lands as mortgagee in fee thereof for the benefit of the lord as to the sums payable to him, and of the steward as to the sums payable to him; and that (subject to the power of continuing the charge as hereinbefore provided) it shall be lawful for the person so seised, or the lord or steward respectively in his name, from time to time to adopt such means and proceedings as a mortgagee in fee of freehold lands is entitled to, for the enforcing payment of such principal sums and interest, and with the like right to obtain payment of all attendant and incident costs.

71. *To be First Charges.* Such sums shall be first charges, and have priority over all mortgages, charges, and incumbrances, &c. (tithe rent-charge alone excepted). [E.]

72. *Power to Mortgage.* Any tenant whose lands shall be enfranchised may charge the same (or any of them, if he holds all under same right and for same estate,) with payment of such sums and costs of such charge and lawful interest, to any person advancing same, and his executors, administrators, and assigns, and for securing payment thereof to demise lands by way of mortgage, for any term of years, to such person, his executors, &c., or to such other person as he shall appoint; such demise to be made with a proviso or condition, declaring the term to be void on payment to the amount thereby secured, with interest, at a time to be therein appointed, and such charge shall have the like priority, &c., with powers and rights of first mortgagee. [E.]

73. *To whom Monies for Enfranchisement from Lord's Rights to be paid.* [E.]

Monies to be received for enfranchisement from lord's rights to be paid to lord, his heirs or assigns, when absolutely entitled as tenant in fee; but when he shall be only entitled for

Succr.

limited estate or interest, or shall be under legal disability, such money to be paid as follows: If it amounts to two hundred pounds, to be paid into the Bank of England under the 1 Geo. IV. c. 35.

- [E.] 74. *When less than Two hundred Pounds*, and more than twenty pounds, to be paid into the Bank of England, or to trustees, at the option of the parties entitled for the time being to the said manor.
- [E.] 75. *When less than Twenty Pounds*, to be paid to the person entitled to the rents and profits. Commissioners to decide disputes as to application, &c. of any enfranchisement money.
- [E.] 76. *In case Enfranchisement Money shall be paid to the Lord of any Manor not entitled to receive the same, Persons paying to have such Remedies at Law or Equity as Purchasers are entitled to.*
- 77. *Payment to Steward.* Sums payable to the steward for compensation to be paid to him, his executors or administrators.
- [E.] 78. *Receipts to be Discharges.* Receipts of persons to whom money shall be directed to be paid to fully discharge person making payment; and for better evidencing such payment, the steward of the manor shall, as to his compensation, forthwith after payment, and, as to payment for enfranchisement from lord's rights, forthwith after production of receipt for same, signed by the party entitled to sign the same, enter, on the copy apportionment to be deposited with him as aforesaid, a memorandum of such payment; and such memorandum shall, in like manner as such receipt, be sufficient evidence of such payment, and discharge the lands and the person paying from the sums therein mentioned to be paid.
- [C.] 79. *After Confirmation of the Apportionment, &c.*, in cases of commutation, the customary modes of descent to cease, and the lands to

SECT.

descend and to be subject to dower and curtesy in like manner as freehold lands. But land still to be held by copy of court roll, and be conveyed by surrender and admittance. As to dower and curtesy Act not to apply to certain cases.

80. *Gavelkind, in the County of Kent*, exempted [C. & E.] from the operation of the Act.

81. *Lands to become Freehold, &c.* From and [E.] after final confirmation of apportionment or the execution of the conveyance in the case of any enfranchisement under this Act, the lands therein comprised shall, subject to the payment of the enfranchisement consideration in favour of lords and stewards as aforesaid, become and be of freehold tenure; and all mortgages affecting the same shall be deemed and become mortgages of the freehold of the same lands for a corresponding state, if such enfranchisement consideration shall be paid off; and, if not so paid off, mortgages of the equity of redemption thereof, subject to such mortgage estates respectively as aforesaid, for securing such consideration; provided that nothing in the Act contained shall operate to deprive any tenant of any commonable right to which he may be entitled in respect of such lands, but such right shall continue attached to such lands notwithstanding the same shall become freehold. Limitations, &c. at the time of the enfranchisement not to be affected.

82. *Reservation of Lord's other Rights.* No [C.] commutation under the Act to affect rights of lords of manors to escheats, fairs, markets, appointments, franchises, royalties, rights of chase and in game, fisheries, &c., or any rights in mines or minerals. Nothing contained in the Act to operate to empower any lord of a manor to enclose any common or waste lands in any part thereof.

83. *Restrictions as to this Act.* Not to prevent any [E. & C.]

## SECT.

commutation or enfranchisement that may be made independently of this Act.

[E. &amp; C.]

84. *Power to Tenants to grant Rights of Entry and Way, &c. to Lords for Mining Purposes.*

85. *Courts of Equity* may decree a partition of lands of copyhold or customary tenure.

86. Lords of manors, or their stewards, may, *after 31st December, 1841*, hold customary courts, although no copyhold tenant be present.

87. Lords, or their stewards, may, *after 31st December, 1841*, make, out of the manors and out of court, grants of lands to be held by copy of court roll.

88. Lords, or their stewards, may, *after 31st December, 1841*, grant admissions out of the manors and out of court.

89. *After 31st December, 1841*, every surrender, &c. delivered to the lord or steward, and every fact proved to the lord or steward, at any court whereat a homage shall not be assembled, shall be forthwith entered on the court rolls.

90. *After 31st December, 1841*, presentment by the homage shall not be essential to the validity of an admission.

91. *Lords of Manors in certain Cases not to grant any common or waste Lands without Consent of the Homage of the Manor.*

92. *Power to Lords to grant Licenses to Tenants to alienate their ancient Tenements in Portions where they are now restrained by the Custom from so doing.*

[E. &amp; C.]

93. *Agreements, &c. not to be liable to Stamp Duties.*

No agreement, award, schedule of apportionment, or power of attorney made or confirmed or used under this Act, chargeable with any stamp duty.

94. *False Evidence to be deemed Perjury. Withholding Evidence a Misdemeanour.*

95. *Limitation of Actions against Commissioners,*

SECT.

*Assistant Commissioners, Justices of the Peace, &c.*

96. *Proceedings under this Act not to be quashed for Want of Form, nor to be removed by Certiorari.*
97. *Certain Provisions of this Act to extend to Crown Manors and Lands.*
98. *Act to apply to Crown lands only where expressly provided.*
99. *Act not to extend to the Duchy of Cornwall.*
100. *Act to extend to England, Wales, and Ireland.*
101. *Act may be altered this Session.*
102. *Interpretation Clause. Meaning of words*  
"manor," "lord," "steward," "tenant,"  
"land," "heriot," "enfranchisement," "rents,"  
"reliefs," "services," "persons."



THE  
**Copyhold and Customary Tenure**  
**A C T,**

4 & 5 VICT. c. 35.

*An Act for the Commutation of certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights; and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure. [21st June, 1841.]*

Preamble. WHEREAS it is expedient to provide the means for an adequate compensation for the rents, fines, and heriots payable to the lords of manors in respect of lands of copyhold and customary tenure, and in respect of other lands subject to such payments, or any of them, and for facilitating the voluntary enfranchisement of such lands, and for improving such tenure : Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the lords spiritual and temporal, and commons, in this present parliament assembled, and by the authority of the same, That "The Tithe Commissioners for England and Wales" for the time being shall be the commissioners for carrying this Act into execution ; and that, should the same not be fully carried into effect before the duties of

Appoint-  
ment of  
commis-  
sioners.

the said tithe commissioners shall cease (a), it shall be lawful in such case for one of her Majesty's principal secretaries of state to appoint any number of fit persons to be commissioners to carry this Act into execution, in the place of such commissioners so ceasing to act, and at pleasure to remove any one or more of the commissioners so appointed, so that the number of commissioners shall never exceed three ; and upon every vacancy in the office of commissioner some other fit person shall be appointed to the said office in like manner ; and until such appointment it shall be lawful for the remaining commissioners or commissioner to act as if no such vacancy had occurred.

2. And be it enacted, That the commissioners acting in the execution of this Act shall be styled "The Copyhold Commissioners," and shall have their office in London or Westminster ; and they, or any two of them, may sit from time to time, as they deem expedient, as a board of commissioners for carrying this Act into execution ; and the said commissioners shall cause to be made a seal of the same board, and shall cause to be sealed or stamped therewith all agreements and awards or apportionments confirmed by the said commissioners in pur-

Style of  
commis-  
sioners.  
  
  
  
  
  
  
  
  
  
To have a  
common  
seal.

---

(a) By the 6th section of the Tithe Commutation Act (6 & 7 Will. IV. c. 71,) it is enacted, that the commissioners, assistant commissioners, &c. are to hold their office for five years from the date of the Act, (that is, until the 13th of August, 1841,) and thenceforth until the end of the then next session of parliament ; so that when that event takes place, the commissioners, it appears, should they continue to act, must be *re-appointed* by one of the secretaries of state, as the appointment made by this Act only extends to the time that they are **THE TITHE COMMISSIONERS FOR ENGLAND AND WALES.**

Instruments sealed to be received in evidence.

suance of this Act; and all such agreements, awards, apportionments, and other instruments proceeding from the said board, or copies thereof, purporting to be sealed or stamped with the seal of the said board, shall be received in evidence without any further proof thereof; and no agreement, award, or apportionment shall be of any force unless the same shall be sealed or stamped as aforesaid.

Commissioners to report to secretary of state.

3. And be it enacted, That the said commissioners shall from time to time give to any one of her Majesty's principal secretaries of state such information respecting their proceedings, or any part thereof, as the said principal secretary of state shall require, and shall once in every year send to one of the principal secretaries of state a general report of their proceedings; and every such general report shall be laid before both Houses of parliament within six weeks after the receipt of the same by such principal secretary of state, if parliament be sitting, or if parliament be not sitting then within six weeks after the next meeting thereof.

Annual report to be laid before parliament.

Power to appoint and remove assistant commissioners, secretary, &c.

6 & 7 W. 4, c. 71.

4. And be it enacted, That it shall be lawful for the said commissioners from time to time to employ such of the assistant commissioners<sup>(a)</sup> appointed under the provisions of an Act passed in the sixth and seventh years of the reign of his late Majesty King William the Fourth, and intituled "An Act for the Commutation of Tithes in England and Wales," as they shall see fit, or to appoint a sufficient number of other persons to be assistant commissioners,

---

(a) The assistant commissioners to carry this Act into effect are to be such of the assistant tithe commissioners, or such other persons, not exceeding ten, as the commissioners may appoint.

and also a secretary, assistant secretaries, and all such clerks, messengers, and officers as they shall deem necessary, and to remove such assistant commissioners, secretary, assistant secretaries, clerks, messengers, or officers, or any of them, and on any vacancy in any of the said offices to appoint some other person to the vacant office; and the persons so employed or appointed shall assist in carrying this Act into execution at such places and in such manner as the said commissioners may direct; Provided always, that the said commissioners shall not appoint more than ten such assistant commissioners to act at any one time, unless the lord high treasurer, or any three or more of the commissioners of her Majesty's treasury, of the United Kingdom of Great Britain and Ireland, shall, in the case of each such additional appointment, consent thereto: Provided further, that the number of such clerks, messengers, and officers shall be subject to the like consent.

5. And be it enacted, That no commissioner or assistant commissioner appointed as aforesaid shall during the continuance of such office be capable of being elected or of sitting as a member of the House of Commons. No commissioner to sit in House of Commons.

6. And be it enacted, That no commissioner or assistant commissioner, secretary, or other officer or person so to be appointed, shall hold his office for a longer period than five years next after the day of the passing of this Act, and thenceforth until the end of the then next session of parliament; and after the expiration of the said period of five years and the then next session of parliament so much of this Act as authorizes such appointment shall cease. Operation of Act as to appointments limited to five years.

Salaries  
and allow-  
ances ;

7. And be it enacted, That the salaries of the commissioners, the allowance to the assistant commissioners, and the salary of the secretary, assistant secretaries, clerks, messengers, and other officers to be appointed under this Act, shall be from time to time regulated by the lord high treasurer or the commissioners of her Majesty's treasury, or any three of them : Provided always, that the salary of a commissioner shall not exceed the sum of two thousand pounds a year, including any salary to which he may be entitled under the said Act of his late Majesty King William the Fourth ; nor the allowance to an assistant commissioner the sum of three pounds for every day that he shall be actually employed or travelling in the performance of the duties of his office, including any allowance to which he may be entitled under the said Act ; nor the salary of the secretary the sum of eight hundred pounds a year ; and that the salaries of the assistant secretaries, clerks, messengers, and other officers shall be in fit proportion : Provided also, that the said lord high treasurer or commissioner of her Majesty's treasury may allow to any commissioner or assistant commissioner, secretary, assistant secretary, clerk, messenger, or other officer, any such reasonable travelling or other expenses as may have been incurred by him in the performance of his duties under this Act, in addition to his salary or allowance respectively.

to be paid  
out of con-  
solidated  
fund.

8. And be it enacted, That the salaries, allowances, and travelling and other expenses of the commissioners, assistant commissioners, secretary, assistant secretary, clerks, messengers, and officers as aforesaid, and all other incidental expences of

carrying this Act into execution not herein otherwise provided for, shall be paid by the lord high treasurer or the commissioners of her Majesty's treasury out of the consolidated fund of the United Kingdom of Great Britain and Ireland.

9. And be it enacted, That every commissioner shall, before he shall enter upon the execution of his office, make the following declaration before one of the judges of her Majesty's Courts of Queen's Bench or Common Pleas, or one of the barons of the Court of Exchequer; (that is to say,

"I [A. B.] do solemnly declare, That I will faithfully, impartially, and honestly, according to the best of my skill and judgment, fulfil all the powers and duties of a commissioner under an Act passed in the *fourth* (a) year of the reign of Queen Victoria, intituled [here set forth the title of this Act]." And that every such assistant commissioner shall, before he shall enter upon the execution of his office, make the like declaration (substituting the words "assistant commissioner" for the word "commissioner") before such judge or baron, or before any two justices of the peace for the county, riding, division, liberty, or jurisdiction wherein such assistant commissioner shall be resident at the time of his appointment, or before a master extraordinary in her Majesty's High Court of Chancery; and the appointment of every such commissioner and assistant commissioner, with the time when, and the name or names of the judge, baron, justices, or master extraordinary before whom he shall have made the decla-

---

(a) This is so in the Act; but as it did not receive the Royal assent till the 21st of June, 1841, it ought to have been the *fifth* year, &c.

ration as aforesaid, shall be forthwith published in the London Gazette.

Com-  
mis-  
sioners  
may dele-  
gate pow-  
ers, &c.

10. And be it enacted, That the said commissioners may delegate to their assistant commissioners, or to any one or more of them, such of the powers hereby given to the said commissioners as the said commissioners shall think fit, except the power to confirm agreements, awards, or apportionments, or to frame forms of agreements and other instruments, as hereinafter provided, or to do any act herein required to be done under the seal of the said commissioners; and the powers so delegated shall be exercised under such regulations as the said commissioners shall direct; and the said commissioners may at any time recall or alter all or any of the powers delegated as aforesaid, and, notwithstanding the delegation thereof, may act as if no such delegation had been made; and all acts done by any such assistant commissioner in pursuance of such delegated powers shall be obeyed by all persons as if they had proceeded from the said commissioners, and the non-observance thereof shall be punishable in like manner.

In case lord  
or tenant  
of a manor  
shall be  
under dis-  
abilities(a).

11. And be it enacted, That whenever the lord or tenant of a manor, or any person interested in any question or right connected with any commutation or enfranchisement under this Act, shall be a minor, idiot, lunatic, feme covert, or under any other legal

---

(a) This clause is general, and applies to enfranchisements as well as to commutation. The power here given to guardians, trustees, &c. is absolute. If there is *no guardian, trustee, &c.*, or if a party interested is *unknown, or not ascertained*, the same powers are given to the commissioners, as are given by the 11 Geo. IV. & 1 Will. IV. c. 60, sect. 8, to the Court of Chancery, in the case of absent trustees. See also *ante*, Introduction, p. 26 and 27.

disability, or shall be beyond the seas, the guardian, trustees, committee of the estate, husband, or attorney (a) of such person respectively, or in default thereof, or in case the party interested shall be unknown or not ascertained, then such person as may be nominated for that purpose by the said commissioners under their hands and seal, after due inquiry shall have been made by them as to the fitness of such person, shall for the purposes of this Act be substituted in the place of such lord, tenant, or other person: Provided always, that if any lord, tenant, or other person interested as aforesaid, shall be a trustee for charitable purposes, and the annual value of the charity estate shall exceed fifty pounds, such trustee shall not sign any agreement or power of attorney, or join in any proceedings under this Act, without an order of her Majesty's High Court of Chancery, to be applied for by petition; but on such order being obtained, or if the annual value of the charity estate shall not exceed fifty pounds, such trustee may sign any agreement or power of attorney, and otherwise join in any proceedings under this Act, as if he had been beneficially interested in such charity estate.

Where person interested is a trustee for a charity.

12. And be it enacted, That it shall be lawful for any lord or tenant of a manor, or any other person interested in any commutation under this Act, by a power of attorney given in writing under his hand, or in the case of a corporation aggregate under the common seal of such corporation, from time to time to appoint an agent to act for him in carrying into execution the provisions of this Act; and all things which by this Act are directed or authorized to be done

Agent may be appointed by a power of attorney.

---

(a) See next section.



by or in relation to any person may be fully done by or in relation to the agent so duly authorized of such person; and every such agent shall have full power, in the name and on behalf of his principal, to concur in and execute any agreement and vote in any question arising out of the execution of this Act, and make any inspection and sign any notice of objection under the provisions of this Act; and every person shall be bound by the acts of any such agent, according to the authority committed to him, as fully as if the principal of such agent had so acted; and the power of attorney under which the agent shall have acted, or a copy thereof authenticated by the signature of two credible witnesses, shall, at the first meeting under the Act attended by such attorney under such power, or whenever requested by the chairman or by any other interested party present at such meeting, be delivered to the chairman for the time being, and the same or any like copy shall be appended to every agreement executed by any such attorney, and shall be sent with it to the office of the said commissioners as hereinafter provided: Provided always, that if any person having made such an appointment shall deliver notice in writing, or under a common seal, (as the case may require,) of the revocation thereof, to the chairman at any such meeting, no act which shall be done by the person so appointed after the delivery of such notice, without a fresh appointment, shall bind the principal; and any such power may be in the form following:—

Revocation  
of power of  
attorney.

Form of  
power of  
attorney.

“Manor of                      in the county of  
“I, A. B., of, &c., lord [or copyholder, customary  
tenant, or freeholder, as the case may be,] of the

said manor, do hereby appoint C. D., of, &c., to be my lawful attorney, to act for me in all respects as if I myself were present and acting in the execution of an Act passed in the *fourth* (a) year of the reign of her present Majesty, intituled [here insert the title of this Act]. Dated this            day of            One thousand eight hundred and            .

(Signed)            A. B." (b).

13. And be it enacted (c), That any lord or lords of any manor whose interest shall not be less than one-fourth of the whole annual value of such manor, or any tenant or tenants of any manor, to the number of ten, or when there shall not be so many tenants as ten, then one-half of the tenants of such manor, may call a meeting of the lords and tenants of such manor, by notice thereof in writing

Meetings may be called of lords or tenants of manors, on twenty-one days notice, for the purpose of agreeing on terms of commutation.

(a) This is so, in the Queen's printer's copy of the Act; but as the Act did not receive the Royal assent till the 21st of June, it ought to have been the *fifth* year.

(b) It will be advisable that all such powers of attorney should be attested by one witness, [*recommendations of the commissioners*]. A copy of course requires two witnesses, as provided by this clause.

(c) It will be observed, that although the agreement, to bind all parties interested, must be executed by three-fourths in number of the tenants, and by three-fourths in value of the lords and tenants respectively; yet that a meeting may be called, by any lord whose interest is *one-fourth* of the value of the manor; or by any ten of the tenants, or if the whole number of tenants of the manor is less than ten, then by one-half of the tenants. If there are not a sufficient number of persons interested present at a meeting so called, to execute a binding agreement, a provisional agreement may be entered into, by any of the persons present, which will be binding if executed within six months by a sufficient number (sect. 16). The notice of such meeting is to be fixed on the church door of the parish, or on the building where the courts are held, twenty-one days before the meeting is to take place. Forms of notices, with proper directions, &c. will be shortly prepared and circulated by the commissioners. The agreement is to extend to timber, but not to mines, unless expressly agreed on.

At such meetings the lord and three-fourths in number of the tenants and three-fourths in value of the interests in the manor may agree on terms for the general commutation of rents, fines, &c.  
To extend

under his or their hands, to be affixed at least twenty-one days before such meeting on the principal outer door of the church of the parish within the limits of which the said manor, or the greater part thereof in value, extends; or on the door or on some conspicuous part of some house or building wherein the courts for the said manor are usually held, and to be twice at least within such twenty-one days inserted in some newspaper (or once in each of two newspapers published in successive weeks) generally circulated in the county within which the said manor, or the greater part thereof in value, extends, for the purpose of making an agreement for the general commutation of the rents, fines, and heriots thereafter to become due in respect of lands holden of such manor, and of the lord's rights in timber; and every lord and tenant attending such meeting shall bear his own expences of attendance; and the lord and tenants who shall be present at any such meeting called as aforesaid, such tenants not being less in number than three-fourths of the tenants of such manor, and the interest of the lord and the interest of the tenants in the manor and lands respectively, not being less than three-fourths of the interest in the value thereof respectively, computing the interest of tenants as hereinafter is provided (a), may proceed to make and execute such an agreement as is hereinafter mentioned for the commutation of the rents, fines, and heriots thereafter to become due in respect of the lands holden of the said manor, and of the lord's rights in timber; and if expressly agreed between such lord and tenants, the commutation may be made to extend

---

(a) See *post*, section 17.

to rights in mines and minerals, but otherwise shall to mines if not extend to or affect such rights (a); and there- expressly upon such agreement shall be reduced into writing, agreed upon. and a memorandum or minute thereof shall be signed by the persons so agreeing to such commutation, or by their respective agents.

14. And be it enacted, That such agreement for Terms on a commutation of the rights of the lord may be which for the payment of an annual sum by way of rent- agreements charge (b), and of a small fixed fine (c) upon death or may be made. alienation, which shall in no case exceed the sum of five shillings, such rent-charge to commence, either in whole or in part according as the said commissioners shall direct, from the date hereinafter mentioned (except where otherwise directed by the said commissioners), and to be valued and variable (when such rent-charge shall exceed twenty shillings) according to the price of corn, in like manner as is mentioned and provided with regard to the tithe commutation rent-charge in and by the said Act for the commutation of tithes in England and Wales; and the amount of every such rent-charge may be specifically stated in such agreement, or separate rent-charges may be therein agreed upon between the lord and any one or more tenants, parties to the agreement, or the agreement may provide that the entire rent-charge, though stated therein, shall be subject to increase or diminution by the valuers to be appointed as hereinafter mentioned to such amount *per centum* as shall be therein expressed, or that such separate rent-charges as aforesaid shall be

6 & 7 Will.  
IV. c. 71  
(d).

(a) See *post*, section 82.

(b) See also *post*, sections 31 and 36.

(c) This fine is to be fixed by the valuers. See sect. 28, *post*.

(d) See Appendix, *post*, No. VI.

*Terms of Agreement.*

subject to increase or diminution to a given amount *per centum*, in certain events to be specified in the agreement; and the agreement may also determine the apportionment for each tenant, or it may provide that the entire rent-charge, or the apportionment thereof, shall be fixed by such valuers, subject to the approbation of the said commissioners; and it may be agreed that so much of the rent-charge, to be apportioned as aforesaid in respect of the lands of any tenant, as shall be in lieu of fines, or other manorial rights to which such tenant would not be liable thereafter during his tenancy, shall not commence until the period of the next act or event on which a fine or such other manorial right would have become payable or due, and that the amount of such rent-charge shall be then increased accordingly (a); but such agreement shall not fix the time for the commencement of the rent-charge to be apportioned in respect of the lands of any tenant who shall not be party to such agreement; and all other provisions may be made for carrying into execution the intention of the parties and of this Act, so that nothing in such agreement contained (unless every tenant included therein shall be a party thereto) shall exclude or prevent the exercise of the powers hereinafter contained for apportioning the rent-charge according to the particular circumstances of each tenement, and for the relief of tenants for life and other persons in the cases hereinafter provided for (b); and such agreement may fix a scale of fees to be payable to the steward from and after the con-

---

(a) The commissioners may, *if they think fit*, direct this, although it is not provided for in the agreement. Section 23.

(b) See section 28.

firmation of the apportionment, but so nevertheless as not to affect the interests of any steward in office at the time of the passing of this Act who shall hold his office for life or during good behaviour, or of any steward of a manor so in office as aforesaid where the usage shall have been such as in the opinion of the said commissioners to lead to a just expectation that the steward will hold his office during his life or good behaviour; and such agreement may provide for the costs of the proceedings under this Act, subject to the approbation of the said commissioners: Provided always, that in case of doubt or difference as to the sufficiency of interest of the parties to any such agreement, the decision of the said commissioners thereon shall be conclusive; and every agreement so made and executed, and confirmed in manner hereinafter mentioned (a), shall be binding on all persons interested in such manor or lands.

15. And be it enacted, That such agreement for a commutation of the rights of the lord as aforesaid may also be for the payment of a fine on death or alienation (b), or at any fixed period or periods to be agreed upon by the parties, every such fine to be fixed by the agreement, or to be subject to increase or diminution by the valuers (c), to be appointed as hereinafter mentioned, to such an amount *per centum* as shall be expressed in such agreement, but in either case to be valued in bushels of wheat,

---

(a) Section 23.

(b) See also *post*, sections 31 and 36. These fines may at any time be altered for a rent-charge and fine limited in amount. Section 54.

(c) See section 28.

6 & 7 W.  
IV. c. 71.

Provi-  
sional  
agreements  
may be  
made.

barley, and oats in the same manner as the tithe commutation rent-charge, and to be subject, in like manner as such rent-charge, to variation according to the prices ascertained by the advertisement provided for by the said Act for the Commutation of Tithes in England and Wales, to be published next before the time of the happening of the act or event on which the fine shall become payable.

16. And be it enacted, That the said lord and tenants present at such meeting shall elect a chairman (the vote of the lord being reckoned as equal to one-third of the whole number of votes, and the votes of the tenants being reckoned individually), who shall forthwith proceed to ascertain the number and interest of the lord and tenants then present in person or by their agents; and in case it shall thereupon appear that the persons present at such meeting are not sufficient in number and interest, or a sufficient portion are not willing to make and execute such an agreement as shall be binding on all persons interested therein, it shall be lawful, notwithstanding, for any number of the persons present to make and execute a provisional agreement of the like form and tenor; and every such provisional agreement which shall be executed within six calendar months from the day of such meeting by such persons as would have been sufficient in number and interest to make a binding agreement at such meeting shall be as binding as if the same had been sufficiently executed at such meeting.

Propor-  
tional inte-  
rest how to  
be com-

17. And be it enacted, That the proportional interest of the tenants, so far as relates to their power to make such agreement or provisional agreement, or to appoint valuers, or to give any notice to

the said commissioners or assistant commissioners (a), purpose of as hereinafter provided, shall be computed in manner voting. hereinafter mentioned; that is to say, the interest of every tenant liable to fines arbitrary or uncertain in amount shall be estimated according to the proportional sum at which their lands shall be rated to the relief of the poor in the parish or place wherein the same are situated, and, if any lands shall not be distinctly rated, then in respect of such lands according to the rules by which property of the same kind is in the said parish rated to the relief of the poor (b), and when such rating cannot be ascertained, then the interest in respect thereof shall be estimated at such proportion, not exceeding two-thirds of the last fine arbitrary paid on admission to the said lands, as the chairman at the said meeting shall consider nearest in amount to the yearly value of the same lands (c); the interest of tenants liable to fines certain shall be estimated according to such rule as shall be specially made for the occasion by the said commissioners on the application of the lord or tenants by whom the meeting shall have been called, or, for want of such rule, as if the annual value of

---

(a) For the purpose of electing a chairman, the votes of the tenants are to be reckoned individually. See section 16.

(b) This is the mode adopted of computing interest in the Tithe Commutation Act (6 & 7 Will. IV. c. 71, s. 19).

(c) This is a great responsibility placed in the hands of the chairman. Although the arbitrary fine is in almost all instances the amount of two years improved value at the time the fine was paid, still it would be no proof of the improved yearly value at the time of the meeting for commutation, which it is apprehended is the proportion of interest intended to be determined by the chairman. He is also in certain cases to ascertain the annual value of the lands of tenants liable to heriots in kind. But no doubt the commissioners will, in most instances, make special rules.



their respective lands were one-half of the amount of such fine certain; the interest of tenants liable to heriots in kind shall in respect of such liability be estimated according to such rate as shall be specially made for the occasion by the said commissioners on such application as aforesaid, or for want of such rule at one-fifth of the annual value of their respective lands, as nearly as the same can be estimated by the chairman at any such meeting; and the interest of no person shall be computed in respect of a copyhold estate who has not been admitted tenant thereof, according to the custom of the manor, or who has made an absolute surrender of all his estate and interest therein; and it shall be lawful for the said commissioners to make special rules respecting the computation of the interests of tenants liable to fines certain, heriots, rights in timber, and other manorial rights (if any) which may be the subjects of any proposed commutation, on the application or with the consent of a majority of the parties interested (a), and previous to the execution of any agreement, and such rules shall have the same force as if made by this Act.

Meetings  
may be  
adjourned,  
notice be-  
ing given.

18. And be it enacted, That in case an adjournment of the said meeting shall for any cause be desired by a majority in number of the persons attending such meeting in person or by attorney as aforesaid, the chairman shall adjourn the meeting to any time and place then by him to be declared, and so

---

(a) These words are rather ambiguous; and it does not seem quite clear whether they refer to a majority of persons sufficient to *make an agreement*, or to a majority of persons sufficient to *call a meeting*; taken with the words that precede, they probably are intended to refer to the latter.

from time to time in case the same shall be in like manner desired by a majority in number of the persons attending such meeting as aforesaid; and notice of every such adjourned meeting shall be given under the hand of the chairman, and shall be affixed in a conspicuous place on the outside of the building in which such meeting, or the last adjournment thereof, shall have been holden and shall be once advertised in a newspaper as aforesaid; and the like order of proceeding shall be observed at every such adjourned meeting; and every thing done at any such adjourned meeting shall be as valid as if done at the original meeting.

19. And be it enacted, That every such agreement shall bear date on the day on which the first signature is attached thereto, or to the memorandum or minute thereof, and shall be in such form as the commissioners shall from time to time direct, or to the like effect.

Agreement to be in the form which commissioners shall direct.

20. And be it enacted, That the said commissioners shall frame and cause to be printed, so soon as conveniently may be after their appointment or beginning to act, forms of notices and agreements, and such other instruments as in their judgment will further the purposes of this Act, and supply all or any of such forms to any person or persons requiring the same, or to whom the said commissioners shall think fit to send the same, for the use of any lord or copyholder or other tenant desirous of putting this Act into execution.

Commissioners to frame and circulate forms, &c.

21. And be it enacted, That if any action or suit shall be pending touching the right to or amount of any fines, heriots, or other manorial rights (a), or

Suits and differences as to rights or or bounda-

---

(a) See section 39, and note (a), p. 89.

ries may  
be referred  
to arbitra-  
tion.

touching the situation or boundary of any manor or lands, or if any difference shall arise whereby the making and executing of any such agreement, or of any enfranchisement under this Act, shall be hindered, it shall be lawful for the lord and tenants or claimants, being parties to such action, suit or difference, to submit the same to reference by any writing under their respective hands, containing an agreement that such submission shall be made a rule of any of her Majesty's courts of law, upon such terms of reference as the said parties may agree upon; and the decision of the arbitrator or arbitrators named in the said reference shall be final and conclusive on all persons; and when such arbitrator or arbitrators shall be appointed for the purpose of determining any unknown or disputed boundary of any manor or lands, he or they shall and may have and exercise all the powers which may be exercised by any referee appointed under and by virtue of the provisions of an Act passed in the third year of the reign of his late Majesty King William the Fourth, intituled "An Act to authorize the identifying of 2 & 3 W.  
4. c. 80 (a). Lands and other Possessions of certain Ecclesiastical and Collegiate Corporations:" Provided nevertheless, that no person, being owner of an estate in a manor or lands less in the whole than an immediate estate of fee simple or fee tail, or corresponding copyhold estate, shall be empowered to submit to any such reference, so as to bind any person in reversion, remainder, or expectancy, without the consent of the said commissioners (b); and that

---

(a) See Appendix, *post*, No. IV.

(b) In the case of any person being under disability, or beyond the seas, or unknown, the guardian, trustees, committee of the estate, husband, attorney, or the person appointed by

it shall be lawful for the said commissioners, if they shall think fit so to do, but not otherwise necessary, to direct that any person in reversion, remainder, or expectancy whom they shall deem to be interested therein shall be made a party to such reference.

22. Provided always, and be it enacted, That in every case in which any manor or lands shall be held (a), under any archbishop, bishop, dean, dean and chapter, archdeacon, or any ecclesiastical or other corporation, or any body politic, and in every case in which any such person, ecclesiastical or other corporation, or body politic, or patron of any living, shall be interested in any manor or lands to the extent of one-third of the value thereof, computed as to such lands as aforesaid, or if it shall appear to the said commissioners that the interests of such person, ecclesiastical or other corporation, or body politic, would be affected by the commutation or enfranchisement under this Act, no agreement to be made and executed under this Act shall be deemed to be executed by the said lord and tenants unless the consent of such person, ecclesiastical or other cor-

Consents  
to be re-  
quired to  
agree-  
ments.

---

the commissioners respectively, as the case may be, (as provided by section 11,) may submit to the reference on behalf of the persons under disabilities, or beyond the seas, or unknown, respectively.

(a) The consent of the Church, and of all corporations, under their hand and seal, is here rendered necessary, where they are interested to the value of one-third of the manor or lands; or in any case, if the commissioners shall be of opinion that their interests will be affected by any commutation or enfranchisement. From the answers given by the majority of the bishops to the questions submitted to them by the real property commissioners, it would seem that they are not generally favourable to commutation or enfranchisement; and therefore that this Act will not be taken advantage of to any great extent, in church property,

*Confirmation of Agreement.*

poration, or body politic, shall be given under the hand or seal of the person, ecclesiastical or other corporation, or body politic, or patron of such living, giving the same; and such consent shall be annexed to the agreement for commutation or enfranchisement, and taken as part thereof.

Agreement  
to be con-  
firmed by  
the com-  
missioners.

23. And be it enacted, That every such agreement (a), as soon as may be after it shall have been executed by the lord and tenants to the number and value as aforesaid, shall be sent by the chairman of the meeting, or by the person in whose custody it shall then be, to the office of the said commissioners; and the said commissioners, by themselves or by some assistant commissioner, shall cause inquiry to be made, and shall require such proof as will be satisfactory to them, whether or not it ought to be confirmed (b); and if they shall be satisfied that it ought to be confirmed, the said commissioners shall confirm the agreement under their hands and seal, and shall add to such agreement the date of the confirmation, and shall publish the fact of such confirmation, and the date thereof, within the manor, in such way as they shall deem fit; and every such confirmed agreement shall be binding on all persons interested in the said manor and on all persons interested in the said lands (c), and shall

---

(a) This clause only applies to *commutation*; and as an agreement for commutation, or *enfranchisement*, is referred to in the line above, the words, "for commutation," ought to have been here introduced.

(b) These inquiries are generally made in cases of tithe commutation by an assistant commissioner, or other authorized agent sent down by the tithe commissioners for that purpose. Probably the same course will be resorted to in cases under this Act.

(c) But if a confirmed agreement were obtained by fraud,

not be liable to be invalidated by reason of any doubt or question as to the sufficiency in the number and interest of the parties entering into such agreement; Provided always, that it shall be lawful for the said commissioners, by themselves or by some assistant commissioner, at their discretion, if the circumstances of the case shall in their opinion require it, to direct that the rent-charge to be paid by any particular tenant or tenants shall not commence until the period of the next act or event on which the fine or other manorial right for which such rent-charge shall be commuted would have become due and payable, and that the amount of such rent-charge shall be then increased in such proportions as the said commissioners or assistant commissioner shall think proper.

24. And be it enacted, That at the said meeting for commutation, or at some adjournment thereof, or at some other meeting to be called in like manner, either before or after the confirmation of the agreement, such agreement not being an imperfect provisional agreement, valuers shall be appointed, in manner hereinafter mentioned, for the purpose of making such valuations, apportionments, and schedules as shall be required for carrying the said agreement into execution; and in case such commutation shall be agreed to be made in consideration of a rent-charge payable to the lord, and fixed by the agreement, the tenants present at such

Appointment of  
valuers (a).

---

it might be set aside in equity. See *Morris v. Duke of Norfolk*, 9 Simons's Reports, p. 493.

(a) If valuers are not appointed within six months of the confirmation of any agreement, or if a vacancy occurs in the appointment, the commissioners are to appoint (sect. 38.)

meeting shall appoint a valuer or valuers; and in case the majority in respect of number and the majority in respect of value (computed as aforesaid) shall not agree upon the appointment, then they shall appoint two or such other even number of valuers as shall be then agreed on by such tenants, half of such number of valuers to be chosen by a majority in respect of number and the other half by a majority in respect of value (computed as aforesaid) of the tenants then present in person or by their agents; but in case such commutation shall be in consideration of a rent-charge, the amount whereof shall not be fixed by the agreement, but shall be liable to increase or diminution by the valuers (a), or shall be left to be determined by them, with the approbation of the said commissioners, then and in either of the said cases one half of the number of valuers shall be appointed by the lord, or the majority of the lords in value, and the other half by the tenants in manner aforesaid (b), or such respective parties may concur in the appointment of one or more valuer or valuers; and any question which may arise as to the regularity of the appointment of such valuer or valuers shall be decided by the said commissioners.

Valuation. 25. And be it enacted, That as soon as may be after the choosing such valuers, and after the confirmation of the said agreement, the said valuers shall apply to the said commissioners for instructions as to the duties to be performed by them pursuant to such agreement, and having received such

---

(a) See sect. 28.

(b) (That is to say,) one half of such half by the majority in value, and the other half by the majority in number.

instructions shall proceed to make and send in to the said commissioners such valuations, apportionments, and schedules as they shall require; and whenever an even number of valuers shall be chosen, it shall be lawful for the said commissioners, by any writing under their hands and seal, (to be communicated either together with or as soon as conveniently may be after the said instructions,) to appoint a fit and proper person to be an umpire between such valuers; and the decision of the umpire on the questions in difference between the valuers shall be binding on them respectively, and shall be adopted by them respectively in their valuation.

26. And be it enacted, That the said valuers and umpires respectively (if as to such umpires it shall become necessary for them to act respectively), and their agents or servants, at all reasonable times, may, on producing an authority under the hand and seal of the said commissioners or assistant commissioners, enter upon any of the lands and premises affected by such agreement, and make an admeasurement, plan, and valuation or inspection of the same, without being subject to any action or molestation for so doing: Provided always, that no valuer or umpire shall be capable of acting until he shall have made and subscribed before the said commissioners or some assistant commissioner, or a justice of the peace or master extraordinary in Chancery, a solemn declaration to the same purport and effect as the declaration hereinbefore directed to be made by the said commissioners (a), substituting only the proper description of the office held by such person for that of a commissioner; which declaration it

Valuers  
may enter  
on lands,  
&c.

Not to act  
until he  
shall have  
made a  
declara-  
tion.

---

(a) Section 9, *ante*.



shall be lawful for the said commissioners, assistant commissioners, justice of the peace, or master extraordinary to administer ; and every such declaration so made and subscribed shall be countersigned by the person before whom the same shall have been made, and shall be sent by him to the office of the said commissioners.

Stewards to  
furnish in-  
formation  
required by  
the valuers  
or the  
commis-  
sioners ;

27. And be it enacted, That for the purpose of enabling the said valuers to make such valuations, apportionments, and schedules, and otherwise to facilitate commutations under this Act, the steward of the manor for the time being shall, on request by the said valuers, or any of them respectively, or the chairman of any meeting or adjournment thereof, or of any three tenants having signed the notice of an intended meeting, make out, so far as his information may enable him, within such period and in such manner as the said commissioners shall direct, a correct statement in writing of the several tenants of the said manor, and of the respective lands to which they shall respectively stand admitted for life or otherwise, or which they shall hold subject to fines, heriots, or other manorial rights, and of the amount to which the same lands are rated to the relief of the poor, so far as he can distinguish or estimate the same, and of the amounts received by the lords on account of the three last heriots in respect of any such lands, and of any other information which the said commissioners shall from time to time direct, and which as such steward he can procure and produce without prejudice to the rights and interests of the lord of the said manor ; and the said steward shall produce the said statement for inspection at any such meeting or adjournment thereof, on being paid for the same as

hereinafter provided, and shall deliver to or allow any extracts thereof as to such rating to be taken by the chairman of such meeting, and shall, upon request by the said valuers, and being paid as aforesaid, deliver to them respectively a true copy of such statement or the parts thereof required by them; and for preparing such statement the said steward shall receive from the person requiring the same such a remuneration as shall have been agreed upon, or, in case of difference, such a sum as the said commissioners shall under their hands and seal order and direct, and for copies or extracts thereof the sum of fourpence for every seventy-two words; and the said steward for the time being, or, if there shall be no steward, the lord, shall, within three calendar months after the signature of the said agreement, or whenever required by the said commissioners, make out and send to the said commissioners such information and in such form as the said commissioners shall from time to time require, and as the said steward, or, if there shall be no steward, the lord, can procure and produce, without prejudice as aforesaid; and for the purpose of ascertaining the ages of any tenants it shall be lawful for the steward or lord to apply personally, or by letter sent by post, and addressed to the particular tenant at his usual place of abode, for such information, and every tenant refusing or neglecting for the space of twenty-one days to give such information shall not be entitled to have any amendment made in such schedule by reason of any error the steward may commit in inserting such age, or to object to the apportionment hereinafter mentioned by reason of such misstatement of age, unless the said commis-

and make a  
schedule or  
statement  
as the com-  
missioners  
may direct.

Stewards  
may re-  
quire infor-  
mation  
from te-  
nants, &c.

Penalty on  
tenant for  
default.

sioners shall see cause otherwise to direct ; and any tenant falsely stating his or her age shall forfeit and pay such sum, not exceeding the sum of ten pounds, as the said commissioners shall under their hands order and direct, and which shall be added to the amount to be payable by him or her under the apportionment, and recoverable in like manner, and applied in and towards the costs of apportionment or other costs of commutation as the said commissioners shall direct, or shall be recoverable by distress or action as hereinafter provided with respect to costs payable under this Act; and the said steward shall receive for the said schedule, and the expense of application as to ages and rates, such sum as the said commissioners shall think fit and proper to allow for the same, with the other costs of apportionment ; and in like manner such steward or lord shall from time to time make out and send to the said commissioners, upon request, all statements, schedules, and information which they shall from time to time require, from the court rolls, quit rentals, and other documents of the like nature ; and in case default shall be made by the steward or lord in complying with any such request he shall forfeit such sum and sums, not exceeding the sum of five pounds, as the said commissioners shall from time to time in their discretion order and direct, and which sums shall be deducted from any compensation to be awarded or sum to be allowed to him under this Act (a).

Valuers to  
take par-

28. And be it enacted, That when the said valuers

---

(a) By the 94th section, withholding evidence is made a misdemeanor.

shall be so instructed by the said commissioners, pursuant to such agreement, they shall accordingly proceed in the discharge of the duty intrusted to them; and in every case in which the agreement shall have provided that the rent-charge or (where the commutation shall be for the payment of a fine on death or alienation) that the commutation fine shall be subject to increase or diminution by the valuers, or that the amount of the rent-charge shall be fixed by them, the said valuers shall proceed to determine, within the limit prescribed by the agreement (a), the amount of increase or diminution, or shall ascertain the amount to be paid by way of rent-charge (as the case may require); and the said valuers shall afterwards, or where the rent-charge shall be specifically stated in the agreement, and shall not have been apportioned thereby, shall at once proceed to apportion the total sum to be paid by way of rent-charge; and in regulating the amount of rent-charge, and also in making such apportionment, the said valuers shall take into account the facilities for improvement and all other circumstances relating to the land which shall be included in such commutation, and shall make due allowance for the same; and shall also take into consideration the relative situations of the lord when tenant for life or having other limited interest, and the respective rights of such lord and of those entitled in remainder or reversion to the manor, and what portion of such rent-charge should be paid to such lord, being tenant for life or having other limited interest, and

---

(a) See section 15. The amount of increase or diminution, and the events in which it is to take place, are to be stated in the schedule of apportionment. Sect. 37.

how the residue thereof should be applied, and whether the whole of such rent-charge, or whether only a part thereof, should be paid to the lord, being tenant for life or having other limited interest in the manor; and when the tenant shall have only a life estate or other limited interest in his land it shall be lawful for the said valuers to state what proportion (if any) of the rent-charge to be paid in respect of such land should be deferred until the next act or event in which a fine would become due to the lord; and the said valuers shall also state generally whether, and in what cases, in their opinion, the payment of the rent-charge, or of part thereof, should be deferred, and shall state such other particulars as may enable the said commissioners to defer payment of the whole rent-charge, or of any part thereof, if they shall think fit; and the said valuers shall state the amount of the fine (not exceeding five shillings) to be thereafter payable upon death or alienation in respect of each tenement; and they shall, if so instructed by the commissioners, make an apportionment of the costs of the proceedings under this Act (a), subject likewise to the approbation of the said commissioners; and it shall also be lawful for the said valuers to make such other allowances as they shall deem just for the particular circumstances of the several tenements, so that such allowances shall not be inconsistent with the said agreement for commutation, and the instructions received from the said commissioners (b).

---

(a) But, it is presumed, such apportionment must be in the terms prescribed by section 30.

(b) The duties to be performed by the valuers are by no means easy, and will require to be entrusted to persons well ac-

29. And be it enacted, That as soon as the valuations, apportionments, or schedules to be so made by the said valuers as aforesaid shall have been sent to the said commissioners, they shall cause a copy of the same to be deposited in the hands of the stewards for the time being of the manor, or if there shall be no steward with the lord of the said manor, or with such person as they shall see fit, for the inspection of all persons interested therein within the manor, or within a parish wherein part of the manor is situated, and shall forthwith cause notice to be given, through such steward or lord, or in such manner as to the said commissioners shall seem fit, of such copy being so deposited for inspection, and which inspection shall at all reasonable times, up to the meeting after mentioned, be allowed by such steward or lord without fee (and for every neglect to allow which such steward or lord shall forfeit such sum not exceeding twenty shillings as the said commissioners shall order and direct, and which shall be deducted from the sums payable to such steward or lord under this Act); and in such notice such place and time or places and times shall be fixed as the said commissioners shall think fit (the first not earlier than twenty-one days from the first giving such notice) for holding a meeting for hearing and determining objections to the said valuation, or the amount of costs claimed by the said valuers, or to the said steward's schedule, by any parties interested; and the said commissioners or some assistant commissioner (to whom respectively such stew-

Schedules of valuation to be deposited for inspection, and a meeting appointed for hearing objections.

---

quainted with the law of copyholds as well as with agriculture.

Hearings  
may be  
adjourned.

ard or lord shall on the day before or previous to the commencement of such first meeting, as required, deliver such copy of the said valuations, apportionments, or schedules, with all notices received, as hereinafter provided), shall at such meeting or meetings hear and determine any objection which may then and there be made against the said valuations, apportionments, or schedules respectively, or any part thereof, or adjourn the further hearing thereof, if they or he shall think proper, to a future time, and may, if they or he shall see occasion, direct any further valuations, apportionments, or schedules, inquiries or statements, to be made, and from time to time fix further meetings for the hearing and determining objections, of which further meetings, when not holden by adjournment, notice shall be given in manner hereinbefore directed with regard to the original meeting; provided that, unless upon cause shown to the satisfaction of the said commissioners, no person shall be entitled to make any objection to any such valuations, apportionments, or schedules, who, being the lord of the said manor, shall not have left notice in writing of such intended objection at the office of the said commissioners ten days before the time fixed for any such meeting (exclusive of the day of leaving such notice, but inclusive of the day of meeting), or who, being any person other than the lord of the said manor, shall not have left notice in writing of such intended objection with or for the steward or lord of the said manor with whom such copies shall be deposited, at the place of deposit thereof, ten days before the time fixed for any such meeting (exclusive of the day of leaving such notice, but inclusive

of the day of meeting), forms of which notices shall be forwarded by the said commissioners to the said steward or lord or other person, and shall be by him delivered to any interested party requiring the same; and which last-mentioned notices the said steward or lord or other person shall, immediately on receipt thereof, annex to such copies or one of them, and shall note such objection on the copy to which the same relates, and allow the inspection of the said notices, in like manner and under the like penalty as aforesaid; and any default in any of the several matters and things hereinbefore required shall also subject such steward or lord or other person to the like penalty; and when the said commissioners or assistant commissioner shall have heard and determined all such objections, they and he are and is hereby required to cause such valuations, apportionments, or schedules to be amended as occasion shall require, and also from time to time, whether at such meeting or not, to amend the steward's schedule, so as to show all deaths and alterations in ages of the tenants or otherwise taking place after making out the same, and before the apportionment hereinafter provided for, on being satisfied by the affidavit or declaration, as the case may be, of the steward, sworn or taken before a master extraordinary in Chancery, or by such other proof as they or he may deem sufficient, that such amendments and alterations are required.

30. And be it enacted, That the expenses of the <sup>Expenses</sup> proceedings for effecting any commutation under <sup>of proceed-</sup> this Act shall (except in cases where from special <sup>ings under</sup> the Act. causes the said commissioners shall direct other-



*Schedule of Apportionment.*

wise (a), and then as they shall direct, and except in cases where the parties to the said agreement shall therein otherwise provide, and then as they shall have provided), be payable in manner following; (that is to say,) where the valuers shall be appointed by the tenants, the costs of the valuations, apportionments, and schedules shall be paid by the tenants included in the commutation, in rateable proportion to the sum charged on their land respectively under and by virtue of this Act; but where the valuers shall be appointed by the lord and tenants as aforesaid, then, if not more than two shall be appointed, the lord shall pay half the costs, and the tenants as aforesaid shall pay half; and where more than two valuers shall be appointed, the lord shall pay one-third, and the tenants as aforesaid shall pay two-thirds; and in all cases of dispute or difference as to the amount of the costs, or the persons on whom any costs should fall, the said commissioners shall have power to decide the same.

Schedule to  
be made by  
the com-  
missioners.

81. And be it enacted, That forthwith after receipt of the valuations, apportionments, or schedules so settled, the said commissioners shall cause a schedule of apportionment to be made, wherein shall be stated the name or description, and the true or estimated quantity in statute measure, of the several lands to be comprised in the apportionment, and shall set forth the names and descriptions of the several proprietors and occupiers thereof, and the schedule of apportionment shall also state the

---

(a) See section 65, which applies not only to commutation but to all expenses incurred under the Act.

amount of rent-charge charged upon the said several lands, or, where the commutation shall be for a fine payable on death or alienation, the amount of commutation fine to become payable in respect thereof upon death or alienation, and the periods at which the several rent-charges shall become due and payable; and in cases of commutation for a rent-charge such schedule shall also state the amount of fine (not exceeding five shillings) to be thenceforth payable upon death or alienation in respect of each tenement; and such schedule shall further state to whom and in what right the same shall be respectively payable; and the said schedule shall contain all such other awards, orders, and declarations as shall be required for carrying the provisions of this Act into execution.

32. And be it enacted, That the said commissioners shall forthwith after making such schedule cause a copy thereof to be deposited with the steward, lord, or other person as aforesaid, for inspection, within the manor, or within some parish where part of the manor is situate, by any parties interested, and give notice of such power to inspect, and which inspection during such period as the said commissioners shall direct shall be allowed as aforesaid, under the penalty aforesaid, recoverable as aforesaid; and at the expiration of that period the said steward, lord, or other person as aforesaid, shall return the same copy or copies to the said commissioners, together with any notice he may have received during that period, pointing out any errors therein, and a statement of any errors which he may have discovered therein; and the said commissioners shall forthwith inquire into and rectify any such errors

*Schedule of apportionment to be inspected, errors pointed out, and schedule then confirmed.*

*Confirmed Agreement.*

therein, and shall cause the said schedule of apportionment to be ingrossed on parchment or paper, and annex thereto any agreements, schedules, maps, plans, or other documents or writings required for elucidation thereof, and shall confirm such apportionment under their hands and seals, and shall add thereto the date of such confirmation.

Copies to be deposited with the steward of the manor and the clerk of the peace.

33. And be it enacted, That two copies of every confirmed instrument or schedule of apportionment and confirmed agreement, and schedules to be annexed thereto or written in the same book therewith, shall be made, and sealed with the seal of the said commissioners, and one such copy shall be delivered to the steward of the manor, to be deposited and kept with the court rolls thereof, and the other copy shall be deposited with the clerk of the peace for the county or jurisdiction within which the said manor or the greater part thereof in value, computed as aforesaid, shall be situated, to be by him and his successors in office kept with the papers and books of the clerk of the peace for the time being; and all persons interested therein may have access to the said copies respectively, and shall be furnished with copies of or extracts from any such copy, on giving reasonable notice to the party having the custody of the same, and on payment of two shillings and sixpence for each inspection, and after the rate of two-pence for every seventy-two words contained in such copy or extract; and every recital or statement in, or agreement, schedule, map, plan, document, or writing annexed to such confirmed apportionment, shall be deemed satisfactory evidence of the matters therein recited or stated, or of the accuracy of such map or plan; and such deposit

shall be notified by an advertisement or otherwise as the said commissioners may from time to time direct.

34. And be it enacted, That the said commissioners, if they shall see fit, before confirming any agreement, valuation, assessment, schedule, or apportionment, may require notice thereof to be given in such manner as they shall direct to the person next in remainder, reversion, or expectancy of an estate of inheritance in any manor or lands, or any other person to whom they may think notice ought to be given, and may by themselves or by some assistant commissioner hear and determine any objection made to such confirmation by any person so interested therein. Notice to parties.

35. And be it enacted, That it shall be lawful for the said commissioners to correct or supply any manifest error or omission in any agreement, valuation, assessment, schedule, or apportionment, at any time after the same shall respectively have been made or confirmed, with the consent in writing of all the parties affected by such error or omission, but not otherwise. Commissioners may correct errors with consent.

36. And be it enacted, That from the first day of January next following the confirmation of every such apportionment the lands of the said manor shall be absolutely discharged from the payment of all the lord's rents, fines, and heriots, (save and except, in the case of a commutation for a rent-charge, a fixed fine not exceeding the sum of five shillings, to be stated in every such apportionment as aforesaid, and which shall be payable to the lord in every case of death or alienation,) and from the lord's right of timber, and any other right of the Lands to be discharged from rents, fines, and heriots now payable, and a rent-charge and fixed fine to be paid in lieu thereof.

lord which may be the subject of commutation, and instead thereof there shall be payable thenceforth, or from such time as shall be fixed by the said commissioners, to the person in that behalf mentioned in the said apportionment, the yearly sum of money mentioned therein, where the same shall not exceed twenty shillings, and in other cases a yearly sum of money which shall be deemed to be of the value of such number of imperial bushels and decimal parts of an imperial bushel of wheat, barley, and oats respectively as such sum would have purchased if equal third parts thereof had been invested in the purchase of those respective descriptions of grain at the prices ascertained by the advertisement provided for by the said Act for the Commutation of Tithes in England and Wales (a) next preceding the passing of this Act; that is to say, at the price (for wheat) of six shillings and eleven-pence three farthings per bushel, for barley of four shillings and one penny per bushel, and for oats of two shillings and tenpence three farthings per bushel, such re-

---

(a) The 56th section of the Tithe Commutation Act directs that the comptroller of corn returns shall in the month of January in every year, advertise in the *London Gazette*, what has been, during seven years ending on the Thursday next before Christmas-day then next preceding, the average prices of an imperial bushel of British wheat, barley, and oats, computed from the weekly averages of the corn returns.—The average price per bushel gazetted in pursuance of the 6 & 7 Will. IV. c. 71, sect. 56, is:—

For 7 years, ending at Christmas,

	<i>Wheat.</i>			<i>Barley.</i>			<i>Oats.</i>	
	<i>s.</i>	<i>d.</i>		<i>s.</i>	<i>d.</i>		<i>s.</i>	<i>d.</i>
1836 . . .	6	8½	—	3	11½	—	2	9
1837 . . .	6	6½	—	3	11½	—	2	8½
1838 . . .	6	6½	—	3	9½	—	2	8
1839 . . .	6	9	—	3	11½	—	2	9½
1840 . . .	6	11½	—	4	1	—	2	10½

spective yearly sum to be payable instead of the said rents, fines, and heriots, and other rights as aforesaid, in the nature of a rent-charge issuing out of the lands charged therewith; and such yearly sum shall be payable by two half-yearly payments on the first day of July and the first day of January in every year, the first payment (except where deferred by the said order of the said commissioners) being made on the first day of July next after the lands shall have been discharged from rents, fines, and heriots, and other rights as aforesaid; and such rent-charge may be recovered, at the suit of the person entitled thereto, by distress and entry, as hereinafter mentioned (a); and after every first day of January the yearly sum of money thenceforth payable in respect of such rent-charge, where it shall exceed the sum of twenty shillings, shall vary so as always to consist of the price of the said number of bushels and decimal parts of a bushel of wheat, barley and oats respectively, according to the prices ascertained by the then next preceding advertisement; and any person entitled from time to time to any such varied rent-charge shall have the same powers for enforcing payment thereof as are hereinafter contained concerning the original rent-charge (b); and that whenever the commutation shall be in consideration only of a fine to be payable upon death or alienation (c), the amount of the fine to be mentioned in the apportionment (if the same shall not exceed twenty shillings), and in other cases the value of the respective quantities of wheat, barley, and oats,

---

(a) Section 47.

(b) Sections 47 and 48.

(c) See Section 15.

which equal third parts of such fine would have purchased at the respective prices per bushel hereinbefore set forth, such value to be ascertained by the prices stated in any such advertisement so provided for as aforesaid, next preceding the event or act upon which the fine shall have become payable, shall be paid to the person in that behalf mentioned or described in the apportionment, and shall be recoverable by him in like manner as any fine upon death or alienation is now by law recoverable.

Schedule to specify in what event a rent-charge is to be increased or diminished.

37. Provided always, and be it enacted, That in every case in which by the agreement entered into as aforesaid any rent-charge or rent-charges shall have been left subject, in certain events, to increase or diminution, the schedule of apportionment shall set forth the events on the happening of which such increase or diminution is to take place, and the amount or rate of increase or diminution respectively.

If valuers be not appointed within six months, or valuation be not made within that period, commissioners may appoint.

38. And be it enacted, That if, upon the expiration of six calendar months after the confirmation of any agreement to be made as hereinbefore mentioned, no valuers shall have been appointed, or their valuation, apportionments, or schedules (as the case may be) respectively shall not have been made, and sent to the office of the said commissioners, or if any valuer appointed under or by virtue of this Act shall die or become incapable of acting, it shall be lawful for the said commissioners from time to time to appoint such competent person or persons as they shall deem fit as valuer or valuers, with the like powers and duties, and whose costs and expenses shall be payable in like manner as is hereinbefore provided with respect to valuers to be appointed and acting under any such agreement for commutation as aforesaid.

39. And be it enacted, That if any action or suit shall be depending touching the right to or amount of any fines or other manorial payments or incidents (a) (except mines and minerals), or any question shall arise thereon, it shall be lawful for the said commissioners or assistant commissioner to appoint a time and place in or near the manor for hearing and determining the same, and to inquire into, hear, and determine such right or amount or such question or questions as aforesaid; and the decision of the said commissioners or assistant commissioner at such meeting, or any adjourned or renewed meeting, shall, subject to the provisions hereinafter contained (b), be binding and conclusive on all persons to whom twenty days' notice of the time, place, and intent of such meeting shall have been given, or left at their usual place of abode, or left with the occupying tenant of the lands to which such meeting shall relate, his, her, and their heirs, executors, administrators, and assigns, and the successors of any body politic or corporate; and such occupying tenant shall forthwith send such notice by post or otherwise to the party for whom the same was left (c),

---

(a) The powers here given to the commissioners only extend to questions concerning *the right to, or amount of, fines or other manorial payments or incidents*, (with the exception of mines and minerals). The power to refer differences to arbitration (sect. 21), is far more extensive, and includes not only questions touching the situation or boundaries of manors or lands; but also, *any difference which shall hinder any agreement for commutation, or any enfranchisement*, under the Act. As to questions of trusteeship, see section 67.

(b) (i. e.) The power of appealing in case the yearly value of the payment exceeds 20*l.*, by an issue at law, or on a case stated, given by the next section.

(c) It is necessary to call the attention of all occupiers



and in default of so doing shall be liable to the penalty of not less than five pounds and not more than twenty pounds, to be recovered before two of her Majesty's justices of the peace on summary application in manner hereinafter mentioned, and shall also be liable to pay and make good to such party all damage which he may sustain by such default, to be recovered, with full costs of suit, in an action in any of her Majesty's courts of law at Westminster : Provided always, that if any such decision shall directly or indirectly affect any right to mines or minerals, such decision, so far as it relates to any such right, shall be null and void, and of no effect whatever either at law or in equity.

Proviso as  
to right  
to mines  
or minerals.

Persons  
dissatisfied  
with deci-  
sion may  
appeal by  
issue at  
law or on  
case stated.

40. Provided always, and be it enacted, That any person claiming to be interested in any lands, who shall be dissatisfied with any such decision of the said commissioners or assistant commissioner, may, if the yearly value of the payment to be made or witholden according to such decision shall exceed the sum of twenty pounds, cause an action to be brought in any of her Majesty's courts of law at Westminster against the person in whose favour such decision shall have been made, within three calendar months next after such decision shall have been notified in writing, in such manner as the said commissioners or assistant commissioner shall direct, to the parties interested therein, or to their known agents, in which action the plaintiff shall deliver a feigned issue, whereby such disputed right may be tried, and shall proceed to a trial at law of such issue at the sittings after the term or at the assizes then

---

of copyhold lands to this clause, as the penalties for non-compliance with it are very severe.

next or next but one after such action shall have been commenced to be holden for the county within which the lands or the greater part thereof are situated, with liberty nevertheless for the court in which the same shall have been commenced, or any judge of her Majesty's courts of law at Westminster, to extend the time for going to trial therein, or to direct the trial to be in another county, if it shall seem fit to such court or judge so to do; and every defendant in any such action shall enter an appearance thereto, and accept such issue; but in case the parties shall differ as to the form of such issue, or in case the defendant shall fail to enter such appearance or accept such issue, then the same shall be settled under the direction of the court in which the action shall be brought, or by any judge of her Majesty's courts of law at Westminster, and the plaintiff may proceed thereon in like manner as if the defendant had appeared and accepted such issue; and the parties in such action shall produce (a) to each other, their respective attorneys or counsel, at such time and place as any judge may

---

(a) Withholding evidence is made a misdemeanour by s. 94. But that section appears only to apply to evidence to be produced before a *commissioner* or assistant commissioner. It was decided in the case of *Morris v. The Duke of Norfolk*, 9 Simons, 472, that a bill may be filed in equity to compel a discovery and production of documents in aid of proceedings at law, instituted under a similar clause in the Tithe Commutation Act (6 & 7 Will. IV. c. 71, s. 46). The vice chancellor, in his judgment in that case, said, "There is nothing so peculiar in the mode in which this action is directed to be carried on, as to authorize me to say that the person who, under the provisions of the legislature has exercised his liberty of bringing his action, shall be deprived of *what I conceive to be necessary to bringing the action*, that is, the right of filing a bill of discovery in this court in order to support that action."

order, before trial, and also to the court and jury upon the trial of any such issue, all books, deeds, papers, and writings, terriers, maps, plans, and surveys, relating to the matters in issue, in their respective custody or power ; and it shall be lawful for the judge by whom any such action shall be tried, if he shall think fit, to direct the jury to find a verdict subject to the opinion of the court upon a special case ; and the verdict which shall be given in any such action, or the judgment of the court upon the case, subject to which the same may be given, shall be final and binding upon all parties thereto, unless the court wherein such action shall be brought shall set aside such verdict, and order a new trial to be had therein, which it shall be lawful for the said court to do if it shall see fit : Provided also, that in case any such decision shall involve a question of law only, and the parties in difference shall be agreed upon the facts relating thereto, and whereon such decision shall have been founded, the said commissioners or assistant commissioner, at the request of the person dissatisfied (such request to be made in writing within three calendar months after such decision, and at least fourteen days previous notice in writing of such request to be given in like manner to the other parties in difference, or to their known agents), shall direct a case to be stated for the opinion of such one of her Majesty's courts of law at Westminster as the said commissioners or assistant commissioner shall think fit, which case shall be settled by them or him, or under their or his direction, in case the parties differ about the same, and may be set down for argument, and be brought before the

court in like manner as other cases are brought before the court ; and the decision of such court upon every case so brought before it shall be binding upon all parties concerned therein : Provided always, that after such verdict given, and not set aside by the court, or after such decision of the court, the said commissioners or assistant commissioner shall be bound by such verdict or decision ; and the costs of every action, or of stating such case, and obtaining a decision thereon, shall be in the discretion of the court in or by which the same shall be decided, which may order the same to be taxed by the proper officer of the court, and the like execution may be had for the same as if such costs had been recovered upon a judgment of record of the said court.

41. And be it enacted, That no proceedings or before the said commissioners or assistant commissioner, or in any action, or in any case stated, or reference, in pursuance of this Act, shall abate or cease by reason of the death of any person interested therein.

42. And be it enacted, That if any person in whose favour any such decision of the said commissioners or any assistant commissioner shall have been made, shall die before any such action shall have been brought, or case stated, and before the expiration of the time hereinbefore limited for that purpose, it shall be lawful for any person who might have brought such action, or have had such case stated, against the person so dying, to bring or have the same within the time so limited as aforesaid nominally against such person as if living, and to serve the said commissioners or assistant commissioner with process and notices relating thereto in

Verdict to be final.

Costs.

Proceedings not to abate by death of parties.

In case of death of parties before actions brought, &c. the same to be brought and carried on in their names.

the same manner as the person deceased might have been served therewith if living; and it shall be lawful for every person entitled to the benefit of such decision as aforesaid, or in case of any such person being a minor, idiot, lunatic, feme covert, beyond the seas, or labouring under any other legal disability, the guardian, trustee, committee of the estate, husband or attorney respectively, or in default thereof such person as may be nominated for that purpose by the said commissioners, and whom they are hereby empowered to nominate under their hands and seal (a), to appear and defend such action or argue such case; and proceedings shall be had therein in the like manner, and the rights of all persons shall be equally bound and concluded by the event of such action or the decision of such case, as if such person had been living, or free from disability; and the costs of every such action or case shall be in the discretion of the court as aforesaid.

Power to  
examine  
witnesses,  
call for  
papers, &c.

43. And be it enacted, That the said commissioners or any assistant commissioner may, by summons under their or his hands or hand, require the attendance of all such persons as they or he may think fit to examine upon any matter brought before them or him, or respecting which they or he have or hath power to act as hereinbefore mentioned, relating to any such commutation as aforesaid, or to any enfranchisement in pursuance of the provisions hereinafter contained, and also make any inquiry and call for any answer or return as to such matter, and also administer oaths, and examine all such persons upon oath, and cause to be produced

---

(a) As to this power, see also section 11.

before them or him, upon oath, all deeds, documents, and writings, books, court rolls, rentals, contracts, agreements, accounts, writings, papers, maps, plans, and surveys, or copies thereof respectively, in anywise relating to any such matter (a): Provided always, that no such person shall be required, in obedience to any such summons, to travel more than ten miles from the place of his abode to give evidence, or produce any deeds, papers, or writings relating to the title of any lands, unless such production shall appear to the said commissioners or assistant commissioner essentially requisite in making the inquiries to be made under this Act.

44. And be it enacted, That the said commissioners or assistant commissioner, in any case where they or he may see fit, may order such expenses of witnesses, and of the production of any books, deeds, court rolls, contracts, accounts, or writings, maps, plans, and surveys, or copies thereof, and all other expenses (except the salaries or allowance to any of the said commissioners or assistant commissioner provided for as aforesaid) incurred in the settlement of any suit or difference, or in the hearing or determining any objection, valuation, schedule, or apportionment before the said commissioners or assistant commissioner, to be paid by such parties interested in the production thereof respectively, or in the event of such suit, difference, or objection, and to such person or persons and in such proportions as the said commissioners or assistant commissioner may think fit and reasonable.

Expenses  
of wit-  
nesses, &c.

---

(a) By section 94, withholding evidence is made a misdemeanour.

Tenant  
paying  
rent-charge  
to be al-  
lowed the  
same in ac-  
count with  
his land-  
lord.

45. And be it enacted, That every tenant or occupier who shall pay any such rent-charge as afore-said, or any expenses legally chargeable under this Act upon the land of which he shall be such tenant or occupier (*a*), shall be entitled to deduct the amount from the rent payable by him to his landlord, and shall be allowed the same in account with his said landlord

Lands ex-  
empted  
from pro-  
visions of  
this Act in  
certain  
cases.

46. Provided always, and be it enacted, That in every case in which any tenant or occupier shall show to the commissioners that he holds copyhold lands for a term of years of a tenant of any manor at a lower rent than the sum about to be imposed on the same for commutation or enfranchisement, or for the expenses incurred under the provisions of this Act, it shall be lawful for the said commissioners to declare all agreements entered into under the authority of this Act null and void so far as regards such lands, and such lands shall be exempted from the provisions of this Act, unless the tenant on the court roll shall give such security, for the payment of all sums so to be charged on such lands, as shall be satisfactory to the said tenant or occupier, and to the commissioners.

When  
rent-charge  
is in arrear  
for twenty-

47. And be it enacted, That in case the said rent-charge shall at any time be in arrear and unpaid for the space of twenty-one days next after any half-

---

(*a*) The expenses here referred to do not include the general expenses under the Act included in section 65. Those expenses are to be recovered *by distress and sale of the goods of the person liable to pay the same*, and by an action at law against such person. The only expenses legally chargeable on the *land* by the Act, appear to be the expenses, &c. that may have been paid by trustees, and provided for by section 67.

yearly day of payment, it shall be lawful for the person entitled to the same, after having given or left ten days' notice in writing at the usual or last known residence of the tenant in possession, to distrain upon the lands liable to the payment thereof or any part thereof for all arrears of the said rent-charge, and to dispose of the distress when taken, and otherwise to act and demean himself in relation thereto as any landlord may for arrears of rent reserved on a common lease for years, provided that not more than two years' arrears shall at any time be recoverable by distress.

48. And be it enacted, That in case the said rent-charge shall be in arrear and unpaid for the space of forty days next after any half-yearly day of payment, and there shall be no sufficient distress on the premises liable to the payment thereof, it shall be lawful for any judge of her Majesty's courts of record at Westminster, upon affidavit of the facts, to order a writ to be issued directed to the sheriff of the county in which the lands chargeable with the rent-charge are situated, requiring the said sheriff to summon a jury to assess the arrears of rent-charge remaining unpaid, and to return the inquisition thereupon taken to some one of her Majesty's courts of law at Westminster on a day therein to be named, either in term time or vacation; a copy of which writ, and notice of the time and place of executing the same, shall be given to the owner of the land, or left at his last known place of abode, or with his known agent, ten days previous to the execution thereof; and the sheriff is hereby required to execute such writ according to the exigency thereof, and the costs of such inquisition shall be taxed by

one days  
after half-  
yearly days  
of payment,  
the person  
entitled  
thereto  
may dis-  
train.

When  
rent-charge  
is in arrear  
for forty  
days after  
half-yearly  
days of  
payment,  
and no  
sufficient  
distress on  
the pre-  
mises, writ  
to be issued  
directing  
sheriff to  
summon  
jury to  
assess ar-  
rears.



the proper officer of the court; and thereupon the owner of the rent-charge may sue out a writ of *habere facias possessionem*, directed to the sheriff, commanding him to cause the owner of the rent-charge to have possession of the lands chargeable therewith until the arrears of rent-charge found to be due, and the said costs, and also the costs of such writ, and of executing the same, and of cultivating and keeping possession of the lands, shall be fully satisfied: Provided always, that not more than two years' arrears, over and above the time of such possession, shall be at any time recoverable.

Account  
how to be  
rendered.

49. And be it enacted, That it shall be lawful for the court out of which such writ shall have issued, or any judge at chambers, to order the owner of the rent-charge who shall be in possession by virtue of such writ, from time to time to render an account of the rents and produce of the lands, and of the receipts and payments in respect of the same, and to pay over the surplus (if any) to the person for the time being entitled thereunto, after satisfaction of such arrears of rent-charge and all costs and expenses as aforesaid, and thereupon a writ of *superseas* to issue to the said writ of *habere facias possessionem*, and also by rule or order of such court or judge from time to time to give such summary relief to the parties as to the court or judge shall seem fit.

Powers of  
4 & 5 W. 4,  
c. 22, to  
extend to  
rent-  
charges  
under this  
Act.

50. And be it enacted, That the several provisions of an Act passed in the fifth year of the reign of his late Majesty King William the Fourth, intituled, "An Act to amend an Act of the Eleventh Year of King George the Second, respecting the Apportionment of Rents, Annuities, and other periodical Pay-

ments," shall extend to all rent-charges payable under this Act (a).

51. And be it enacted, that nothing in this Act contained shall affect any right to any rents, fines, or heriots, or any other manorial right proposed as the subject of commutation, which shall have become due or have accrued on or before the first day of January next following the confirmation of the apportionment. Rents, &c. due before the confirmation of the apportionment not to be affected.

52. And be it enacted, That it shall be lawful for the lord of any manor, and any one or more tenant or tenants of such manor, (whatever may be their respective interests,) to enter into an agreement, with the consent of the commissioners, for the commutation of the lord's rights to rents, fines, and heriots, or of any such rights respectively, and any other of the lord's rights affecting the land which shall be included in such agreement; and such agreement may include an apportionment of the rent-charge or other consideration for the commutation, and of the costs and expenses of and attending the same, and may fix a scale of fees to be payable to the steward from and after the confirmation of the agree- Power to effect a voluntary commutation (b).

---

(a) See Appendix, *post*, No. V.

(b) It must be observed, that the commutation to be effected in pursuance of the 14th clause, is a commutation of the rent, fines, &c. of a *whole manor*, or, of such part of a manor as the commissioners under their hands and seals (with the consent of the lord of the manor), shall decide to be considered a whole manor for the purpose. (See sect. 102.) But by the 52nd clause, any *one* tenant of the manor, whatever may be his interest, may enter into an agreement with the lord for the commutation of *any* or *all* of the lord's rights affecting his land. The consideration is to be a corn rent, or a fine on death, or alienation, as in the case of a commutation of a whole manor. The commutation may be effected *with the consent of the commissioners* by a simple conveyance, or by an agreement to be inrolled or entered on the court rolls, if the parties so agree.

ment, but so nevertheless as not to affect the interests of any steward in office at the time of the passing of this Act who shall hold his office for life or during good behaviour, or of any steward of a manor so in office as aforesaid where the usage shall have been such as in the opinion of the said commissioners to lead to a just expectation that the steward will hold his office during his life or good behaviour; and every such commutation may be made in consideration of a rent-charge to commence and (where it shall exceed the sum of twenty shillings) to be variable as aforesaid, and of a fine certain (not exceeding in any case the sum of five shillings) upon death or alienation, or may be made in consideration of the payment of a fine on death or alienation; and every such rent-charge, or, where the commutation shall be a fine on death or alienation, every such fine may be made subject to a certain increase or diminution, to be stated in the agreement, or to be afterwards fixed by valuers, (as the case may be,) in any event which may be provided for by the agreement; and whenever so many as twelve persons, being tenants or all the tenants of any manor, shall at the same time agree with the lord for any such commutation, and the agreement shall not include apportionment, it shall be lawful to effect such commutation by a schedule to be prepared by the steward, and delivered by him to the said commissioners, and to be confirmed and sealed by such commissioners under this Act; and all the provisions hereinbefore contained for carrying into effect a commutation apportionment made by valuers, and for the deposit of copies thereof, shall be applicable to the case of a commutation agreed upon between the lord and such number of his

tenants as aforesaid, save that the said commissioners shall not make any alterations or amendments in such schedule, or the terms of such commutation, without the consent of the parties interested therein: *Provisio.* Provided always, that whenever the estate of any party to such commutation shall be less than an estate of fee simple in possession, or corresponding copyhold or customary estate, notice in writing shall be given by or on behalf of such party to the person entitled to the next estate of inheritance in remainder or reversion in the manor or land to be affected by such commutation, so that the assent or dissent or acquiescence of such person entitled in remainder or reversion may be stated in writing to the said commissioners when such a schedule of apportionment as aforesaid shall be sent to them, but the said commissioners shall notwithstanding cause such further notices to be given and such other inquiries to be made as they shall deem fit before confirming such apportionment; and in all cases, if the parties shall think fit, a commutation may be effected with the consent of the said commissioners, by such conveyance, deed, or assurance as would or might be adopted for carrying into effect such commutation if the lord were seised of the manor for an absolute estate of inheritance in fee simple in possession, or by any agreement to be inrolled or entered on the court rolls of the manor, a copy thereof delivered to the tenant, as in cases of admission to lands copyhold of the manor.

53. And be it enacted, That the lord of any manor shall, in addition to other his remedies for enforcing admittances, and for recovery of the fine thereon now possessed in respect of fines arbitrary, be entitled to adopt and take, in all cases of com-

Power of  
lords of  
manors to  
recover  
commuta-  
tion fines.

11 G. 4 &  
1 W. 4, c.  
65.

mutation fines, and the admittance of any person whomsoever to lands held subject thereto, the like proceedings as are authorized in the admittance of infants, femes coverts, and lunatics, and recovery of fines in such admittances, in and by an Act passed in the session of the eleventh year of the reign of his late Majesty King George the Fourth and the first year of the reign of his late Majesty King William the Fourth, intituled "An Act for the consolidating and amending the Law relating to Property belonging to Infants, Femes Coverts, Idiots, Lunatics, and Persons of unsound Mind" (a).

Power to  
effect sup-  
plemental  
or substi-  
tuted com-  
mutation.

54. And be it enacted, That from and after any commutation to be effected under this Act which shall not comprise all the manorial rights under which the lands the subject thereof shall be held, it shall and may be lawful for the lord and tenants for the time being, and in like manner as aforesaid, from time to time to commute any rights not previously commuted (b), and either in consideration of a rent-charge and fines limited as aforesaid, or of fines payable on death or alienation, and whether the original commutation was in the one mode or the other; also to provide that such additional payments shall, if of the same class, be added to and increase the payments under the original commutation or be made separately payable; also that it shall be lawful in like manner, and at any time after any such commutation or supplemental commutation, to substitute a commutation at a rent-charge and fines limited in amount as aforesaid for a com-

---

(a) See *post*, Appendix, No. III.

(b) This seems to apply as well to voluntary commutations under the 52d section, as to manorial commutations under the 14th.

mutation under this Act at fines payable on death or alienation.

55. And be it enacted, That after any commutation apportionment shall have been effected under this Act, any apportionment of the commutation rents or fines, whether on the subdivision of the lands subject thereto, or whenever otherwise required, shall and may be effected by an entry of apportionment on the court rolls in like manner and with the like consent as is now used and adopted in apportionment of quit rents; and which entry the steward for the time being is hereby directed to make, whenever required and authorized so to do, by a warrant or authority in writing under the hands of the lord and tenant for the time being, stating the terms of apportionment, and requiring the entry of apportionment on the court rolls.

Apportionment of rent and fines.

56. And be it enacted, That for the purpose of enabling lords and tenants of manors to effect either general or partial enfranchisements (a), it shall be lawful for the lord of any manor, whatever may be his estate or interest therein, with the consent of the said commissioners under this Act, at any time or times after the passing of this Act, to enfranchise all

Power to lords and tenants to effect voluntary enfranchisements.

(a) The provisions of this clause are very similar, *mutatis mutandis*, to those in the 52d, as to voluntary commutation, except as to the special directions about the schedule of apportionment, which is to state the sums to be paid for enfranchisement, the periods of payment, the compensation (if any) to be paid to the steward, and all other matters requisite for carrying into effect the provisions of the Act. Its object is, to enable any lord or tenant of copyhold property, whatever may be their respective interests, and whether they are under disabilities or not, to convert the whole or any part of their land into freehold.

or any of the lands holden of his manor (*a*), in consideration of such sum or sums of money, whether payable forthwith or at a future time (*b*), as shall be agreed to be paid by the tenant or tenants whose lands are to be enfranchised; and it shall be lawful for any tenant, whatever may be his estate or interest, with the like consent of the said commissioners under this Act, to accept such enfranchisement on the terms so agreed on; and whenever so many as twelve persons being tenants or all the tenants of any manor shall at the same time agree with the lord for the enfranchisement of their lands, then it shall be lawful to effect such enfranchisement by a schedule of apportionment which shall have been specifically agreed upon between the lord and tenants; and where none such shall have been agreed upon, then by a schedule of apportionment to be prepared by the steward and delivered by him to the said commissioners, such schedule to be in either case afterwards confirmed and sealed by such commissioners; and such schedule shall state the sums to be paid for enfranchisement by the several tenants, or charged on their respective lands, and the periods

---

(*a*) This also applies to *any portion* of a manor, that the commissioners, with the consent of the lord, may direct to be considered as a manor. See "Interpretation clause," sect. 102.

(*b*) By the 62d section tenants are empowered to charge enfranchisement consideration on their lands, for a term not exceeding fourteen years; or if a tenant for life, during such life and one year longer, with interest at four per cent. in the mean time. If a tenant is desirous of postponing the whole or any portion of the consideration for enfranchisement, either under the provisions of section 62, or of section 60, it will always be advisable to stipulate for such a power in the agreement for enfranchisement.

of the payment of the principal money respectively, or the commencement of interest, either pursuant to some apportionment to be made by valuers to be appointed by the lord and tenants, parties to the agreement, or as shall seem just to the said commissioners, having regard to all the circumstances of the case; and where any compensation shall have been agreed to be paid to the steward or other officers of the manor for the loss he or they may sustain by such enfranchisement, which compensation shall in all cases be provided for where a steward shall hold his office by patent or other instrument for the term of his life or during good behaviour, or where, in the absence of such patent or other instrument, the usage shall have been such as in the opinion of the said commissioners to lead to a just expectation that the steward will hold his office during life or good behaviour, the schedule shall contain an apportionment of the sum agreed to be paid; and every such schedule shall contain all such other matters as shall be requisite for carrying into effect the provisions of this Act; and all the provisions hereinbefore contained for carrying into execution a commutation apportionment made by valuers shall, so far as the same are capable of application, be deemed and taken to be applicable to the case of an enfranchisement under the provisions herein contained, save that the said commissioners shall not make any alterations or amendments in such schedule without the consent of the parties interested therein: Provided always, that whenever the estate of any party to such enfranchisement shall be less

Compensation to steward.

Proviso, where any party is not entitled to estate in fee (a).

---

(a) This is a similar enactment to that in cases of voluntary



Remain-  
der-man  
under  
disability.

than an estate of fee simple in possession, or corresponding copyhold or customary estate, notice in writing shall be given by or on behalf of such party to the person entitled to the next estate of inheritance in remainder or reversion in the manor or land to be affected by such enfranchisement, so that the assent or dissent or acquiescence of such person entitled in remainder or reversion may be stated in writing to the said commissioners, when such a schedule of apportionment as aforesaid, or when such conveyance, deed, or assurance as hereinafter mentioned, shall be sent to them, but the said commissioners shall notwithstanding cause such further notices to be given and such other inquiries to be made as they shall deem fit before confirming such apportionment, or consenting to such conveyance, deed, or assurance: Provided also, that in case the person so next entitled in remainder or reversion as aforesaid shall be a minor, idiot, lunatic, feme covert, or under any other legal disability, or shall be beyond the seas, such notice as aforesaid shall be given to the guardian, trustees, committee of the estate, husband, or attorney of such person respectively, or in default thereof, or in case the person so entitled shall be unknown or not ascertained, then such notice shall be given to some person to be nominated for that purpose by some writing under the hands and seal of the said commissioners, after due inquiry shall have been made by them as to the fitness of such person to judge of the propriety of assenting to or dissenting from any such agree-

---

commutation, sect. 52. But in those cases no provision is made for the event of a remainder-man being abroad or under disability.

ment (a) ; and that in every case in which dissent in writing shall have been expressed, the commissioners shall withhold their confirmation of the apportionment, or their consent to the conveyance, deed, or assurance hereinafter mentioned, until upon further inquiry they shall be satisfied that the agreement is not fairly open to objection.

57. And be it enacted, That if such agreement for enfranchisement shall not be entered into by all the tenants of the manor, or their number shall be less than twelve, or, whatever may be their number, if the parties shall think fit, an enfranchisement may be effected, with the consent of the said commissioners, by such conveyance, deed, or assurance, as would or might be adopted for effecting such enfranchisement if the lord were seised of the manor for an absolute estate of inheritance in fee simple in possession (b).

For effecting such enfranchisement if agreement not entered into by all the tenants, or their number be less than 12.

58. And be it enacted, That in every case in which any such agreement for enfranchisement shall be so entered into, and shall be proposed to be carried into effect by a schedule of apportionment, the said commissioners, before they shall signify their consent thereto, shall, upon the written request of any three or more tenants, parties to the agreement, but not otherwise, satisfy themselves (c) in such

Commissioners, before giving their consent, to satisfy themselves of the title to the manor; and the expenses of the investi-

(a) See also sect. 11, *ante*, as to disabilities ; and *post*, sect. 59, as to payment of enfranchisement money in cases of disability.

(b) For a form of a deed of enfranchisement, see Appendix, *post*, No. I.

(c) The commissioners, if requested so to do by three or more tenants, are to satisfy themselves, by means of an assistant commissioner or otherwise, of the title of the lord of any manor, before they consent to the schedule of apportionment ; but it seems that, unless so requested, they are to

gation, as well as the general expenses, to be borne by the parties as may be agreed upon, and in default as the commissioners shall direct.

way and by such evidence as they shall see fit, of the title of the lord to the manor; and the expense of investigating the title to the manor, and the other expenses attending every such agreement, whether carried into effect by a schedule of apportionment or otherwise, and the confirmation thereof and the schedule of apportionment (if any), shall be borne by the lord and tenants, parties to such agreement, in such proportions as they may agree, or in default of agreement as the said commissioners may direct: Provided always, that the expenses payable by lords of manors having particular interests or being trustees shall, with any other expenses they may reasonably incur in or about any such agreement (the amount of such last-mentioned expenses being subject to the approval of the said commissioners), be paid out of the first monies to be received out of the enfranchisements to be effected under this Act: Provided always, that if the lord shall refuse to afford such information as may enable the commissioners to be satisfied of his title, or if the commissioners shall for any other reason not be satisfied of such title, the said agreement so entered into shall be null and void.

Payment, &c. of purchase money where the lord's interest is a partial one, &c.

59. And be it enacted, That in all cases in which the lord for the time being shall be only entitled to the manor for a limited estate or interest therein, or shall be under any legal disability, the sum or sums of money to be paid for enfranchisement shall be

---

confirm it without such an inquiry; and the interpretation clause (sect. 102) declares that the word "Lord" shall include the person acting in such capacity, whether rightfully or lawfully entitled to fill such character or not. The land enfranchised is to be held under the same title as before enfranchisement (sect. 64).

paid and applied in manner hereinafter provided for (a).

60. And be it enacted, That whenever by any Tenants such agreement as aforesaid which shall be proposed may defer, to be carried into effect by a schedule of apportionment it shall have been stipulated that any tenant in certain cases, the shall be at liberty to defer the payment of a portion payment of a portion of the sum charged in respect of his lands or any of the consideration for enfranchisement portion thereof, and such tenant shall give notice under his hand to the steward or lord, as hereinbefore directed with respect to notices in cases of commutation (b), of his desire to defer payment accordingly, at any reasonable time after the execution of any such agreement for enfranchisement, and before the delivery of the schedule to the commissioners, it shall be lawful for the said commissioners in their schedule of apportionment in every such case, and also (with the consent of the lord) in the case of any such tenant giving notice as aforesaid, although no stipulation shall have been made by the agreement, to award that so much of the sum apportioned to any such tenant as shall have been charged for enfranchisement from fines or other manorial rights to which such tenant, if he possessed a life or other limited interest, would not have been liable thereafter during his tenancy, shall not be paid until the period of the next act or event on which a fine or other such manorial right would have become payable or due to the lord if the said

---

(a) See sections 63, 73, 74, and 75.

(b) By section 29, *ante*, p. 80, notices in writing are directed to be left with or for the steward or lord of the manor, at the place of deposit of copies of schedules, valuations, &c. ten days previous to any meeting.

lands had remained unenfranchised, and that within six months after such act or event the said sum shall become payable, with such addition thereto as the said commissioners shall direct (a).

When such sum becomes due the lord to be entitled to the rent and profits of the land, and may proceed to obtain possession, &c.

61. And be it also enacted, that as soon as the said sum, with such addition thereto, shall become payable, the lord or other person for the time being entitled to the benefit thereof shall become entitled to the rents and profits of the land in respect of which the same shall be due, unless and until he shall have received notice that such sum is become payable so that he may proceed to recover the same; and it shall be lawful for such lord or other person to proceed to obtain possession of the said rents and profits, in like manner as if the said land had been lawfully seized into the hands of the lords for some default of the tenant; provided that notice in writing stating the nature of such act or event as aforesaid, delivered by or on behalf of the tenant to the lord or other person entitled, or the clerk of the peace or other persons having the custody of the schedule of apportionment, shall be deemed sufficient notice that the said sum is payable; and as soon as the said sum is become payable the land in respect of which the same shall be due, and the beneficial owner thereof for the time being, shall be subject to the like remedies for the recovery thereof, and such sum shall become applicable in like manner, subject to any such allowance thereout as hereinafter provided (b), as if such land had not been

---

(a) When the lord is only tenant for life, a proportionate part of the enfranchisement consideration is to be paid immediately to him, or be charged on the land for his benefit (section 63).

(b) Section 63.

previously enfranchised, and the payment for the same had not been deferred.

62. And be it enacted, That for the purpose of freeing other tenants from the inconvenience to which in certain cases they might be subjected by an immediate liability to the payment of the sums to be agreed to be paid to the lord of the manor for enfranchisement under this Act, it shall be lawful for such tenant, at any reasonable time after the execution of any such agreement for enfranchisement as aforesaid (to be fixed by the said commissioners, and in default of their fixing any other limit at any other time, or until within ten days next previous to the delivery by the steward to the commissioners of the schedule of such apportionment), to declare, by notice under his hand, to be delivered to the lord or steward as hereinbefore provided with respect to notices in cases of commutation (a), his desire that such compensation-money should remain a charge on the lands affected thereby for any number of years not exceeding fourteen years, or, if a tenant for life, for the whole period of his life and one year longer, and which notice the steward shall forthwith, or with the said schedule of apportionment, send to the said commissioners; and thereupon the said commissioners, with the consent of the lord, but not otherwise, shall insert in a column of such apportionment to be appropriated to such purpose the number of years or period for which such charge is to be continued, and thereupon (subject as after mentioned) no proceedings shall be instituted during such time or period to enforce payment of the principal money so apportioned: Provided nevertheless, that interest

Power for other tenants to defer payment of consideration for enfranchisement.

---

(a) Section 29, *ante*.

after the rate of four pounds *per centum per annum* thereon shall be payable and paid half-yearly on the days to be mentioned in such apportionment, or, if not mentioned, then at the expiration of each half year computed from the date thereof; and nothing herein contained shall extend to protect any tenant or other person from such proceedings, in case interest for one year and a half shall remain due on the principal sum apportioned or awarded, or on any part thereof to the amount of one-half: Provided also, that during the term or period so fixed the lord shall not be compellable to receive payment of the principal money without receiving twelve calendar months notice of the intention to pay off the same; and in case the interest on such principal sum or any part thereof shall at any time be in arrear or unpaid for thirty days after any half-yearly payment shall be due as aforesaid, it shall be lawful for the lord or party entitled for the time being to receive such interest money to levy the same by distress and sale of the goods on the lands and tenements enfranchised and affected by such enfranchisement, or any of them, as fully and in like manner as if the same had been rent in arrear, and subject to recovery by distress.

Where payments are deferred by tenants, provision to be made for such lords as are only tenants for life.

63. And be it enacted, That where the lord of the manor shall be only entitled for a limited estate or interest therein, and the said commissioners shall have deferred payment of any sum or sums for enfranchisement under the powers hereinbefore contained (a), so that instead of such lord receiving a certain sum, or the interest thereon, forthwith, he, or the lord for the time being, shall become entitled

at a future period to the said deferred sum, with an addition thereto on account of the fine which would have become payable on the act or event fixing such period, or with an addition thereto on any other account, it shall be lawful for the said commissioners to award and direct that out of the money payable or chargeable forthwith for enfranchisement of any lands in such manor a certain sum of principal money shall be paid to or charged in favour of such lord as if he were absolutely seised as tenant in fee simple in possession of such manor, and such principal sum shall be paid or charged accordingly (a), and in case it shall happen that there shall be no money payable forthwith for enfranchisement, or not sufficient for making such allowance to the lord as aforesaid, or with the consent of the lord in any case, it shall be lawful for the said commissioners to award and direct that so much of the sum payable at a future period as they shall think adequate to his interest shall become his absolute property, and shall be paid or charged accordingly.

64. And be it enacted, That all lands which shall be enfranchised under this Act shall be deemed to be held under the same title as that under which the same were held at the time of such enfranchisement, and shall not be subject to any estates, rights, titles, interests, incumbrances, claims or demands affecting the manor of which the same were holden. Substituted titles.

65. And be it enacted, That the expenses of valuations, including the expense of making copies of General expenses.

(a) Any expenses reasonably incurred (subject to the approval of the commissioners) are to be paid out of the enfranchisement money (sect. 58). In the case contemplated in sect. 63, the expenses would probably be apportioned in proportion to the sum paid or charged for the benefit of the person having the limited estate.



apportionments, schedules, and all other documents required under the provisions of this Act, and all other expenses necessary in the making any commutation or enfranchisement as aforesaid, except when otherwise provided by this Act (a), shall be paid by the tenants, or by the tenants and lords, in such proportions as the said commissioners shall in the confirmed apportionment, or otherwise, under their hands and seal, direct; and that if any difference shall arise touching the amount of the said expenses, or the share thereof to be paid by or to any person, it shall be lawful for the said commissioners or assistant commissioner to certify under their or his hands or hand the amount to be paid by or to such person; and in case any person shall refuse or neglect to pay the amount so certified or specified in such apportionment to be payable from him immediately after notice thereof, then, upon production of such certificate, or of either of the deposited copies, under seal, of the said apportionment, before two of her Majesty's justices of the peace for the county, riding, division, or jurisdiction wherein the manor to which the same relates, or the greater part thereof in value as appearing in such apportionment, is situate; and on proof of such refusal or neglect such justices are hereby authorized and empowered, by warrant under their hands and seals, to cause the same, and the costs of application and distress, to be levied by distress and sale of the goods of the person liable to pay the same, and to render the surplus (if any), after deducting the costs of distress and sale, to the person distrained upon.

---

(a) The general operation of this clause is rather restricted, in cases of *commutation*, by section 30.

66. And be it enacted, That if such expenses shall not be levied under the said distress within two months after the said warrant shall be granted it shall be lawful for the person entitled to the said expenses (if the same shall, with the costs of application to such justices, amount to forty shillings or upwards), and his executors or administrators, to recover the same expenses and costs, with full costs of suit, in an action of debt, in any of her Majesty's courts of law at Westminster against the party named in such warrant and certificate or apportionment as aforesaid, his executors or administrators, in which action such certificate or deposited copy of apportionment shall be satisfactory evidence of the amount of such expenses so awarded by the said commissioners or assistant commissioner, and of the same being due for and to the parties therein named; and the certificate of such justices under their hands on such warrant shall in like manner be evidence of the amount of costs of such application; and the production of such warrant (which in all such cases shall be allowed, and such certificate given by such justices), shall be satisfactory evidence of the non-recovery of such expenses and costs respectively under a distress. Action for  
expenses.

67. And be it enacted, That every tenant, being a trustee, or not beneficially interested in the lands of which he stands admitted tenant to be affected by any commutation or enfranchisement under this Act (save as against an unadmitted mortgagee), shall be entitled to recover in like manner, by distress or action respectively, all expenses, costs, and charges which he may have to pay under or by reason of any such certificate, apportionment, dis- Expenses  
of trustees.

tress, or action, from the person so beneficially interested at the date of such apportionment in the said lands, his executors, administrators, or assigns, or by a like distress on the said lands, and the occupier thereof shall be entitled to deduct any such payments out of any rent then or subsequently due; and should any dispute arise as to any trusteeship or right to such recovery, the same shall be determined by the said commissioners or assistant commissioner in like manner as is hereinbefore provided (a) with respect to other causes of dispute or difference arising under this Act, and their or his certificate shall be deemed satisfactory evidence of the facts therein stated; and the like evidence shall be produced before such justices or in such action as is hereinbefore provided in other cases of distress.

Copyholders having limited interests may charge costs on the lands in certain cases.

68. And be it enacted, That any tenant having a limited interest, and who shall pay any such expenses or costs, may, with the consent of the said commissioners under their hands, and by a simple entry on the court rolls of the manor (and for which entry the steward shall only charge thirteen shillings and four-pence, and which shall not be subject to any stamp duty), charge such expenses and costs, with interest thereon at the rate of four pounds *per centum per annum*, on the copyhold lands to which the same shall relate, but so nevertheless that the principal charge on such lands shall be lessened in every year following such charge by one twentieth part at least of such original charge thereon, and shall be subject to previous mortgages.

Expenses payable by

69. And be it enacted, That any lord of a manor having a particular interest, or being a trustee, and

who shall (in the case of a commutation)(a) pay any lords of manors such expenses or costs, may, with the like consent of the said commissioners, charge such expenses and costs, together with the expenses he may reasonably incur in employing agents to protect his interests or otherwise, with interest thereon at the rate of four pounds *per centum per annum*, on the manor to which the same may relate, but so nevertheless that the principal charge on such manor shall be lessened in every year following such charge by one twentieth part at least of such original charge thereon, and shall be subject to previous mortgages: Provided always, that the amount of such last-mentioned expenses shall have been previously submitted to and shall have received the approval of the said commissioners or of an assistant commissioner.

70. And be enacted, That from and immediately after the date of the final confirmation of the apportionment, in the case of any such enfranchisement as aforesaid, or from the date of the conveyance, deed, or assurance by which the enfranchisement shall be effected, (as the case may be,) the several and respective lands shall stand charged and chargeable with the respective sums mentioned in such apportionment to be payable to the lord and steward or other officers respectively, with lawful interest for the same from the day mentioned in the said apportionment until payment thereof respectively; and until such respective payment or payments the person or persons for the time being seised of the manor shall be deemed to stand seised of the said lands as

---

(a) This clause does not appear to include expenses payable by the lord of a manor in a case of *enfranchisement*, but why?—it is difficult to understand.

mortgagee in fee thereof, for the benefit of the lords as to the sum payable to them, and of the said steward or other officers as to the sums payable to him or them, and subject to the power of continuing the charge as hereinbefore provided; and that it shall and may be lawful for the person so seised, or the lords or stewards respectively in his name, from time to time to adopt such means and proceedings as a mortgagee in fee of freehold lands is entitled to for the enforcing payment of such principal sums and interest, with the like right to obtain payment of all attendant and incident costs and expenses; and the lord shall have power to distrain on the lands in respect of which the said sum or sums shall be payable for the purpose of recovering payment of the interest that shall be due thereon, as fully and in like manner as if the same had been rent in arrear.

Such sums  
to be first  
charges on  
the lands.

71. And be it enacted, That every such last-mentioned sum by this act charged on any lands shall be a first charge on such lands, and shall have priority over all mortgages, charges, and incumbrances whatsoever affecting such lands, tithe rent-charge (*a*) excepted, notwithstanding such mortgages, charges, and incumbrances shall have been or shall be respectively made and created before such sums respectively shall be charged on such lands.

Power to  
mortgage  
for a term  
of years.

72. And be it enacted, That it shall be lawful for any tenant whose lands shall be enfranchised under this Act to charge the same (or any of them, pro-

---

(*a*) The tithe rent-charge in copyhold lands may be merged as in other lands (1 & 2 Vict. c. 64. sect. 4). But as the lord might, in the case of lands subject to arbitrary fines, after merger, have assessed the land as tithe free, provisions were made by the 2nd & 3rd Vict. c. 62, sect. 7, to remedy that hardship on the copyholder. See Appendix, No. VII.

vided he shall hold the whole thereof under the same right and the same estate,) with the payment of such sums as aforesaid (and the costs of such charges), and lawful interest thereon respectively, to any person who shall advance and lend such sums on the security of the lands so to be charged, and his executors, administrators, and assigns, and for securing the payment thereof, with such interest, to demise the said lands by way of mortgage for any term of years to the person who shall lend such sums, his executors, administrators, and assigns, or to such other person as he or they shall appoint, so as such demise be made with a proviso or condition declaring that such term shall be void on payment of the amount thereby secured, with interest thereon, at a time to be therein appointed; and such charge shall have the like priority with the original charge under this Act (a), and with the powers and rights to which a first mortgagee would as mortgagee by demise be entitled.

73. And be it enacted, That all monies to be paid To whom under this Act for enfranchisement from the lord's monies for right shall be paid to the lord of the manor, his heirs enfran- or assigns (b), where he shall be absolutely seised as chisement from lord's tenant in fee simple in possession of the manor, or rights to be paid. where, as trustee for sale or otherwise, he has power to give an effectual discharge for such monies; and In case of where such lord for the time being shall be only a limited estate or entitled for a limited estate or interest therein, or disability, shall be under any legal disability, such money, the money, if amount- subject to any allowance which may be made there- ing to 200l.,

---

(a) See preceding section.

(b) And not him, his executors and administrators.

in certain cases to be paid into the Bank of England under 1 G. 4, c. 35.

out in respect of deferred payments hereinbefore mentioned (a), shall, in case the same shall in the whole amount to or exceed the sum of two hundred pounds, with all convenient speed be paid into the Bank of England in the name and with the privity of the accountant general of the Court of Exchequer, to be placed to his account there, *ex parte* "The Copyhold Commissioners," pursuant to the method prescribed by an Act passed in the first year of the reign of his late Majesty King George the Fourth, intituled (b) "An Act for better securing Monies and Effects paid into the Court of Exchequer at Westminster, on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes," and the general orders of the said court, and without fee or reward; and shall, when so paid in, therein remain until the same shall, by order of the said court, made in a summary way upon petition to be presented to the said court by the person or persons who would have been entitled to the rents and profits of the said manor had no such enfranchisement been made as aforesaid, be applied in the purchase of or redemption of the land-tax, or in or towards the discharge of any debt or other incumbrance affecting the said manor, or affecting other lands standing settled therewith to the same or the like uses, trusts, intents, or purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such part thereof as shall be necessary; or until the same shall, upon

---

(a) Section 62.

(b) See *post*, Appendix, No. II.

the like application, be laid out, by order of the said court, made in a summary way as aforesaid, in the purchase of lands, which shall be conveyed, limited, and settled to, for, and upon such and the like uses, trusts, intents, and purposes as the said manor, or such of them as at the time of making such conveyance and settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such purchase can be made the same money may, by order of the said court, upon application thereto, be invested by the said accountant general in his name in the purchase of three pounds *per centum* Consolidated Bank Annuities or three pounds *per centum* Reduced Bank Annuities, or in government or real securities; and in the meantime and until such annuities or securities shall be ordered by the said court to be sold for the purposes aforesaid, or shall be called in or cancelled, the dividends or interest and annual produce thereof shall from time to time, by order of the said court, be paid to the person or persons who would for the time being have been entitled to the rents and profits of the said manor had no enfranchisements been made as aforesaid.

74. Provided always, and be it enacted, That if any money to be paid for the enfranchisement from the lord's rights shall be less than the sum of two hundred pounds, and shall exceed the sum of twenty pounds, after such allowance for deferred payments as aforesaid, then the same shall, at the option of the respective parties for the time being entitled to the said manor the rights of which shall be enfranchised, or of their respective husbands, guardians, or committees, in case of coverture, infancy, idiotcy,

When less than 200*l.* and exceeding 20*l.*



lunacy, or other incapacity, be paid into the Bank of England in the name and with the privity of the said accountant general, and be placed to his account as aforesaid, in order to be applied in manner hereinbefore directed; or otherwise the same may be paid, at the like option, to two trustees, to be nominated by the respective parties exercising such option, and such nomination and approbation to be signified in writing under the hands of the nominating parties; and the money so paid to such trustees, and the dividends and produce so arising therefrom, shall be by such trustees applied in like manner as is hereinbefore directed with respect to the money to be paid into the Bank of England in the name of the accountant general in the Court of Exchequer.

When not  
exceeding  
20*l*.

75. Provided also, and be it further enacted, That when any money so to be paid as last hereinbefore mentioned shall not exceed the sum of twenty pounds for all the enfranchisements in such manor, the same shall be paid, if the said commissioners shall so direct, to the respective parties for the time being entitled to the said manor, for his own use and benefit, or, in case of coverture, infancy, idiotcy, lunacy, or other incapacity, then such money shall be paid, for their use, to their respective husbands, guardians, committees, or trustees; and in case any dispute shall arise as to the proper application, appropriation, or investment of any enfranchisement money, according to the intention of this Act, it shall be lawful for the said commissioners to decide such question, and their decision shall be final and conclusive thereon.

In case

76. Provided always, and be it enacted, That if

any principal money shall be paid for enfranchise-  
ment to the lord of any manor not entitled by the  
provisions of this Act to receive the same, the land in  
respect of which such principal money shall have  
been so paid shall continue charged with the pay-  
ment thereof in favour of the person legally or equi-  
tably entitled to the same, but with such remedies  
against the person who shall have wrongfully re-  
ceived such money as purchasers are entitled to by  
the rules of law or equity.

77. And be it enacted, That all sums payable  
under this Act for compensation to the steward shall  
be paid to him, his executors or administrators (a).

Enfranchise-  
ment money be  
paid to a  
lord not  
entitled  
thereto.

78. And be it enacted, That the receipts of the  
persons to whom any sums of money shall be paid  
pursuant to this Act shall be sufficient discharges  
for the same, and the person making such payment  
shall not be liable to see to the application of any  
such sums, or be answerable for the misapplication  
or non-application thereof; and for the better evi-  
dencing such payment the steward for the said  
manor for the time being shall, as to steward's  
compensation forthwith after payment thereof, and  
as to the payments for enfranchisements from the  
lord's rights forthwith after production of receipt for  
the same, signed by the party entitled to sign the  
same, enter on the copy apportionment to be depo-  
sited with him as aforesaid a memorandum of such  
payment, and which memorandum shall, in like  
manner as such receipt, be deemed sufficient evi-  
dence of such payment, and discharge the lands and

Payments  
to stew-  
ards.

---

(a) And not to him, his heirs and assigns, as in the case of  
the lord, sect. 73.

the person paying the same from the sums mentioned to be paid.

After confirmation of the apportionment, &c. in cases of commutation the customary modes of descent to cease, and the lands to descend, and to be subject to dower and curtesy, in like manner as freehold lands.

79. And be it enacted, That from and after the final confirmation of the apportionment, in the case of any commutation under this Act, or upon the execution of the deed whereby any voluntary commutation may have been effected, the several lands included in such commutation shall be held by copy of court roll, and shall be conveyed by surrender and admittance, in all cases in which the same shall have been previously so held and conveyed respectively, and in all other cases shall be held and conveyed in such manner as the same are now by custom held and conveyed, and shall continue parcel of the same manors as such lands would have been held of if such commutation had not taken place, but the same lands shall thenceforth cease to be subject to the customs of borough English or gavelkind (a), or to

---

(a) It is difficult to reconcile this with the next clause;—probably the insertion here of the words “except in the county of Kent, as to gavelkind,” would obviate the difficulty; that county being the only place where, it appears, the tenure is to be preserved. The 79th sect. refers to cases of commutation, and not to enfranchisements; as to the latter, the 81st sect. provides that, immediately after enfranchising, the lands comprised in the enfranchisement shall be in all respects of freehold tenure, subject only to the payment of the enfranchisement consideration. This, of course, includes dower, freebench, the mode of descent, &c.; but in the case of commutation, although the customs of descent, freebench, and curtesy are to be altered, *the land is still to be held by copy of court roll*, and to be conveyed by surrender and admittance, as before the commutation. As to gavelkind copyholds, *in the county of Kent*, it is apprehended, that when enfranchised, they will be of freehold tenure, but that the mode of descent (that is to say, that the lands shall descend to all the males in equal degree, in equal shares) will still remain. In other counties, as well as in Ireland and Wales, it is to cease. The impression that this custom only prevails in Kent, is quite

any other customary mode of descent, or to any custom relating to dower or freebench or tenancy by the curtesy of England; and all the laws relating to descents, or to estates of dower, or estates by the curtesy of England, which shall for the time being affect and be applicable to lands held in free and common socage, shall thenceforth affect and be applicable to the lands included in every such commutation: Provided always, that nothing herein Proviso. contained as to curtesy or dower or freebench shall extend or be applicable to the case of any husband or widow who shall have been or shall be married before the final confirmation of the commutation apportionment, or the execution of such deed as aforesaid, or to alter or lessen, or in any way affect, any right which the husband or widow of any person who shall be tenant of a manor at the time of the confirmation of the said apportionment would or might have had if such commutation had not been made.

80. Provided always, and it is hereby expressly enacted and declared, That nothing in this Act contained shall extend, or be held, deemed, or construed to extend, in any respect to affect, alter, or vary the custom of gavelkind as the same now exists and prevails in the county of Kent, but the same custom shall in every respect prevail and continue to prevail and be exercised in the said county, in the same manner and to the same extent, in all respects and particulars, after this Act shall have passed, as it has prevailed and existed heretofore, any thing herein contained notwithstanding.

Gavelkind  
exempted  
from operation  
of Act.

---

erroneous; it exists amongst others, in the manor of Rothley, in the county of Leicester; in the manor of Highbury, in Middlesex; and in several parts of Ireland. As to gavelkind, see also Introduction, p. 28.

Lands to become freehold, subject to the payment of the enfranchisement consideration.

Commonable rights to remain.

Proviso for mortgages, wills, &c.

Other rights of

81. And be it enacted, That in the case of any enfranchisement under this Act, from and after the final confirmation of the apportionment or the execution of the conveyance (as the case may be), the several lands therein respectively comprised and enfranchised shall become and be in all respects of freehold tenure (*a*), but subject to the payment of the enfranchisement consideration in favour of the lords and steward or other officer as aforesaid; and all mortgages affecting the same shall be deemed and become mortgages of the freehold of the same lands for a corresponding estate, if such enfranchisement consideration shall be paid off, and if not so paid off, mortgages of the equity of redemption thereof, subject to such mortgage interest as aforesaid for securing such consideration: Provided always, that nothing herein contained shall operate to deprive any tenant of any commonable right to which he may be entitled in respect of such lands, but such right shall continue attached thereto notwithstanding the same shall become freehold (*b*): Provided also, that no such enfranchisement or conversion into freehold shall affect, except as aforesaid, any mortgage, or defeat the beneficial limitations of any will or settlement theretofore executed, or alter the descent or distribution of any estate or interest in land on the decease of any tenant or person entitled thereto in possession or remainder at the time of such enfranchisement or conversion.

82. And be it enacted, That no commutation

(*a*) And are not to be subject to any claims affecting the manors of which they were holden (sect. 64).

(*b*) It is usual in enfranchisement deeds to insert an express *re:grant* of the commonable right. See form in Appendix, *post*, No. I. p. 141.

under this Act shall operate to affect any rights of lords not to be affected.  
 lords of manors to escheats, fairs, markets, apportionments, franchises, royalties, rights, liberties, and privileges of chase and free warren, hunting, hawking, fowling, and of chasing and killing game and beasts of chase and free warren, and all ancient piscaries, fisheries, and rights of fishing, or any rights in any mines and minerals or quarries within or under the said lands and hereditaments, or any other manorial rights whatever, unless expressly commuted under this Act(a): Provided always, that nothing in this Act contained shall operate to authorize or empower any lord of any manor to enclose any common or waste lands or any part thereof. Lord not to enclose common or waste.

83. And be it enacted, That nothing herein contained shall operate to prevent any commutation or enfranchisement which may be made independently of this Act; and that nothing in this Act contained shall revive any right to fines or other manorial claims which now or hereafter shall be barred by any law in force for the limitation of actions or suits. Restriction as to this Act.

84. And be it enacted, That, in aid of the reservation of the lord's rights in mines and minerals lastly hereinbefore contained, it shall be lawful for the tenants, upon any commutation or enfranchisement under this Act, to grant to the lord of the manor such rights of entry and way, and other ease- Power to tenants to grant rights of way, &c. to lords of manors for mining purposes.

(a) This section, as now worded, only applies to cases of *commutation*, although in the bill as it originally passed the House of Lords it was so worded as to refer to enfranchisement also. That lands may be *enfranchised* subject to the lord's rights, as mines and minerals for instance, is evident from the 84th section. It is apprehended the difference between the two cases is, that in the case of *commutation*, no manorial right is to cease, unless *expressly commuted*; and in the case of *enfranchisement*, that no manorial right shall continue to exist, unless *expressly reserved*.

ments, in or upon and through their respective lands, as may be requisite for the purpose of enabling the said lord, or his agents or workmen, the more effectually to win and carry away any mines or minerals under the lands of such tenants or any of them; and that, for the purposes of such grant, it shall be sufficient, in the case of a commutation, to state the fact of such grant, and the consideration (if any) to be payable for the same, in the agreement for commutation; but in the case of an enfranchisement of lands (subject to the lord's rights in mines and minerals) such rights of entry and way, and other easements, shall be reserved and granted in the enfranchisement conveyance (a).

Courts of equity may decree a partition of lands of copyhold or customary tenure.

85. And whereas it is expedient that facilities (b) should be afforded by courts of equity to parties desirous of obtaining a partition of their lands of copyhold or customary tenure, but doubts are entertained whether by the practice of such courts the same can now be obtained; be it enacted and declared, That, from and after the passing of this Act, it shall be lawful for any court of equity, in any suit to be thereafter instituted therein for the partition of lands of copyhold or customary tenure, to make the like decree, for ascertaining the rights of the respective parties to the suit in such lands, and for the issue of a commission for the partition of the same lands, and the allotment in severalty of the respective shares

---

(a) See last page, note (a), and form of an enfranchisement deed, Appendix, No. I. p. 142.

(b) It was decided by the Vice Chancellor, in *Horncastle v. Charlesworth*, (8th December, 1841, Jurist, vol. iv. p. 1179,) that courts of equity had no jurisdiction to decree a partition of copyhold lands. To obtain a partition under this clause, it appears that the suit *must be instituted after* the date of the Act.

therein, as, according to the practice of such court, may now be made with respect to lands of freehold tenure.

86. And be it enacted, That, after the thirty-first day of December one thousand eight hundred and forty-one, it shall be lawful for the lord of any manor, or his steward, or the deputy of such steward, to hold a customary court for such manor, notwithstanding at the time of holding the same there shall not be any person who shall hold lands of such manor by copy of court roll, and also notwithstanding, if there shall at the time of holding such court be any person or persons who shall hold lands of such manor by copy of court roll, there shall not be any such person present at such court, or there shall not be more than one such person present at such court (a); and every court so holden shall be deemed and taken for all purposes whatsoever to be a good and sufficient customary court: Provided always, that no proclamation made at any court so holden shall affect the right, title, or interest of any person not present at the same unless notice of such proclamation having been made shall be duly served, within one month after such meeting shall have been holden, on the persons whose right, title, or interest may be affected by such proclamation.

Lords of manors, or their stewards, may, after 31st Dec. 1841, hold customary courts, although no copyhold tenant be present.

Notice of proclamation to be served.

87. And be it enacted, That after the thirty-first day of December one thousand eight hundred and forty-one, it shall be lawful for the lord of any manor, or his steward, or the deputy of such steward, to grant, at any time and at any place, either within or out of such manor, and without holding a court for such manor, any lands, parcel of such manor, to be held by copy of court roll, or according

Lords or their stewards may, after 31st Dec. 1841, make, out of the manors and out of court, grants of lands to be

(a) But see sect. 91, as to grants of common or waste land, which are not to be made without the consent of the homage.



held by  
copy of  
court roll.

to the custom of the said manor, which such lord shall for the time being be authorized or empowered to grant out to be held by copy of court roll, or according to such custom, so nevertheless that such lands be granted for such estate only, and to such person only, as such lord, steward, or deputy shall for the time being be authorized or empowered to grant the same.

Lords, or  
their stew-  
ards may,  
after 31st  
Dec. 1841,  
grant ad-  
missions  
out of the  
manors and  
out of  
court.

88. And be it enacted, That after the thirty-first day of December one thousand eight hundred and forty-one, it shall be lawful for the lord of any manor, or his steward, or the deputy of such steward to admit (a), at any time and at any place, either within or out of such manor, and without holding a court for such manor, any person as tenant to any lands, parcel of such manor, to be held by copy of court roll, or according to the custom of such manor, to and for which such person shall for the time being be entitled to be admitted.

After 31st  
Dec. 1841,  
every sur-  
render, &c.  
delivered  
to the lord  
or steward,  
and every  
fact proved  
to the lord  
or steward,  
at any  
court  
whereat a  
homage  
shall not  
be assem-  
bled, shall  
be forth-  
with en-  
tered on  
the court  
rolls.

89. And be it enacted, That after the thirty-first day of December one thousand eight hundred and forty-one, every surrender and deed of surrender which the lord shall be compellable to accept or shall accept, and also every will and codicil a copy of which respectively shall be delivered to the lord of the manor of which the lands affected by such surrender, deed of surrender, will, and codicil are parcel, or to his steward, or the deputy of such steward, either at any court holden for such manor at which there shall not be any homage assembled, or out of court, and also every grant and admission by the lord of any manor, or his steward, or the deputy of such steward, pursuant to this Act, shall be forthwith entered on the court rolls of the manor by

---

(a) See also sect. 90.

such lord, or steward, or deputy; and every entry made on the court rolls of any manor pursuant to this present clause shall for all purposes whatsoever be deemed and taken to be an entry made in pursuance of a presentment made at a court holden for such manor by the homage assembled thereat; and the steward, or his deputy, shall be entitled to the same fees and other charges for making such entry on the court rolls as he would have been entitled to in respect of such entry in case the same had been made in pursuance of a presentment made at a court holden for such manor by the homage assembled thereat.

90. And be it enacted, That after the thirty-first day of December one thousand eight hundred and forty-one, it shall not be essential in any case to the validity of the admission of any person, as tenant of any lands held of any manor by copy of court roll, or according to the custom of such manor, that a presentment shall be made by the homage assembled at any court holden for such manor of the surrender, will, or other instrument, or fact, in pursuance or in consequence of which such admission shall have been granted (a).

After 31st Dec. 1841, presentment by the homage shall not be essential to the validity of an admission.

91. Provided always, and be it enacted, That where by the custom of any manor the lord of such manor is authorized, with the consent of the homage of such manor, to grant any common or waste lands

Lords of manors in certain cases not to grant common or

---

(a) The sections 86—91, empowering the lord to hold customary courts, although no copyholder is present, and facilitating admissions, will be a great practical benefit to the copyhold tenant as well as to the lord himself. Before this Act, it was often impossible to assemble the homage, and a customary court could not be held unless two copyholders (at the least) were present.

waste lands of such manor to be holden of the lord by copy of court roll, nothing in this Act contained shall operate to authorize or empower the lord to grant any such common or waste lands without the consent of the homage assembled at a customary court holden for such manor, nor shall any court holden for such manor be deemed or taken to be a good or sufficient customary court for such purpose, unless the same shall have been duly summoned and holden according to the custom of such manor in such cases used and accustomed before the passing of this Act, and unless there shall be present at such court a sufficient number of persons holding lands of such manor by copy of court roll to constitute according to such custom a homage assembled at such court.

Power to lords to grant licenses to tenants to alienate their ancient tenements in portions, where they are now restrained by the custom from so doing.

92. And whereas by the custom of certain manors the lords are restrained from granting licenses to their tenants to alien their ancient tenements otherwise than by entireties; be it enacted, That from and after the passing of this Act it shall be lawful for any tenant of any such manor, by and with the license of the lord of the manor, or the steward thereof, (which license such lord is hereby authorized to give, or to empower the steward to give, by any writing under his hand, to be afterwards entered upon the rolls of the manor,) to dispose of his ancient tenement, or any part thereof, by devise, sale, exchange, or mortgage, in such parcel or parcels as he shall think proper, but subject to the payment of such portion or portions of the yearly customary lord's rent payable for the whole of such ancient tenements as shall be set and apportioned upon such parcel or parcels by the lord of the manor of which such ancient tenement is holden, or his steward, or

the deputy of such steward; and such parcel or parcels shall, except so far as the tenure or descent thereof shall be affected by this Act (a), be held of the lord of the same manor in all respects, and shall be from time to time conveyed in such manner, as any such original tenement has by custom been held and conveyed.

93. And be it enacted, That no agreement, award, schedule of apportionment, or power of attorney, made or confirmed or used under this Act, shall be chargeable with any stamp duty. Awards, &c. not liable to stamp duties.

94. And be it enacted, That if any person under the provisions of this Act shall wilfully give false evidence he shall be deemed guilty of perjury; and if any person shall make or subscribe a false affidavit or declaration for the purposes of this Act he shall suffer the penalties of perjury; and if any person shall wilfully refuse to attend in obedience to any lawful summons of any commissioner or assistant commissioner, or to give evidence, or shall wilfully alter, withhold, destroy, or refuse to produce any book, deed, contract, agreement, account, or writing, terrier, map, plan, or survey, or any copy of the same, which may be lawfully required to be produced before the said commissioners or assistant commissioner, he shall be deemed guilty of a misdemeanour. False evidence to be deemed perjury. Withholding evidence, a misdemeanour.

95. And be it enacted, That no action or suit shall be commenced against any commissioner, assistant commissioner, justice of the peace, valuer, umpire, or surveyor, for any thing done under the Limitation of actions against commissioners, assistant

(a) The word "land" is declared by the interpretation clause (p. 137,) to include lands holden of any lord of a manor, in ancient demesne.

commis-  
sioners,  
justices,  
&c.

authority of this Act, until twenty-one days notice thereof shall have been given in writing to the party against whom such action or suit is intended to be brought, or after sufficient satisfaction or tender of amends shall have been made to any party aggrieved, or after three calendar months shall have expired from the commission of the Act for which such action or suit shall be so brought; and every such action shall be brought, laid, and tried in the county or place where the cause of action shall have arisen, and not in any other county or place; and if it shall appear that such notice of action or suit was brought before twenty-one days notice thereof given as aforesaid, or that sufficient amends were made or tendered as aforesaid, or if any such action or suit shall not be commenced within the time before limited in that behalf, or such action shall be laid in any county or place other than as aforesaid, then the jury shall find a verdict for the defendant therein, or the court, upon summary application by motion in any such suit, may dismiss the same against such defendant; and if a verdict shall be found for such defendant, or such suit shall be dismissed upon application as aforesaid, or if the plaintiff in such action or suit shall become nonsuit, or suffer a discontinuance of such action, or if upon any demurrer in such action or suit judgment shall be given for the defendant therein, then such defendant shall have costs, charges, and expenses as between attorney and client.

Proceed-  
ings under  
this Act  
not to be  
quashed

96. And be it enacted, That no order, adjudication, or proceeding made or had by or before the said commissioners or any assistant commissioner under the authority of this Act, or any proceeding to

be had touching any offender against this Act, shall be quashed for want of form, or be removed or removeable by *certiorari* or any other writ or process into any of her Majesty's courts of record at Westminster or elsewhere.

97. And be it enacted, That the provisions of this Act enabling tenants to grant rights of way or entry and other easements to the lord of the manor in or upon and through their respective lands for mining purposes; for enabling courts of equity to decree a partition of lands of copyhold or customary tenure; for enabling lords of manors or their stewards to hold customary courts although no copyhold tenant be present, and for enabling lords or their stewards to make, out of the manors and out of court, grants of lands to be held by copy of court roll; for enabling lords or their stewards to grant admissions out of the manors and out of court; and for requiring every surrender, will, and codicil, a copy of which shall be delivered to the lord or steward, and every fact proved to the lord or steward at any court whereat a homage shall not be assembled, to be forthwith entered on the court rolls; and determining that presentment by the homage shall not be essential to the validity of an admission, shall extend and apply to manors or lands vested in her Majesty in right of her crown and the duchy of Lancaster, and to any enfranchisement of lands held of such manors to be effected under the powers given by any existing Act or Acts of parliament,

(a) The only provisions of this Act which extend to Crown manors and land are those which relate to the improvement of the tenure; no facility is given for commuting or enfranchising these lands. The duchy of Cornwall is entirely exempted from the operation of this Act (sect. 99).

and to the stewards and tenants for the time being of such manors.

Act to  
apply to  
Crown  
lands only  
where ex-  
pressly  
provided.

98. And be it enacted, That, subject as is here-  
inbefore expressly provided, nothing in this Act con-  
tained shall be taken to apply to any manors or  
hereditaments vested in her Majesty in right of her  
crown or of the duchy of Lancaster.

Act not to  
extend to  
the duchy  
of Corn-  
wall.

99. And be it further enacted, That nothing in  
this Act contained shall extend or be construed to  
extend to, or to prejudice or derogate from, the es-  
tate, right, title, interests, privileges, or authority of  
the Queen's most excellent Majesty, her heirs and  
successors, in right or in respect of her duchy of  
Cornwall, or the possessions thereof, or of the Duke  
of Cornwall for the time being, nor at any time or  
times be admitted in any court of law or equity, or  
otherwise construed as evidence upon any occasion  
to be admitted against or to affect in any manner  
such estate, right, title, interest, privileges, or au-  
thority of her Majesty, her heirs and successors, in  
right or in respect of her said duchy of Cornwall or  
the possessions thereof, or of the Duke of Cornwall  
for the time being.

Limits of  
the Act.

100. And be it enacted, That this Act shall ex-  
tend only to England, Wales, and Ireland.

Act may  
be altered  
this ses-  
sion.

101. And be it further enacted, That this Act  
may be amended or repealed by any Act to be passed  
in this present session of parliament.

Interpreta-  
tion clause.

102. And be it enacted, That in the construction  
and for the purposes of this Act, unless there be  
something in the subject or context repugnant to  
such construction, the word "manor" shall extend  
to a manor or reputed manor, of whatever tenure the  
same may be, or to such portion or portions of a

manor as the said commissioners shall, by any order in writing under their hands and seals, with the consent of the lord of the manor, signified by writing under his hand and seal, direct to be considered as a manor (a) for the purpose of effecting any commutation or enfranchisement under this Act; the words "lord" and "steward" shall include the person or persons for the time being filling those respective characters, or acting in those respective capacities (b), whether those persons shall be rightfully or lawfully entitled to fill such characters or act in such capacities, or not, and the word "steward" shall also include the clerk of any manor; the words "tenant" or "tenants" shall comprise all persons holding by copy of court roll, or as customary tenants (c), or holding lands subject to any manorial rights, and whether holden to them and their heirs, or whether granted to two or more to be holden in succession, or holden for life or lives or years; the words "land" or "lands" shall extend to and comprise lands holden by copy of court roll, or by custom of any manor, and lands holden of any lord of a manor in ancient demesne, and whether in

---

(a) This is an important power, as it enables the commissioners, (with the concurrence of the lord,) to apply the enactments relating to a manorial commutation or enfranchisement to any portion of a manor.

(b) This would apply to a mortgagee in possession. Persons making any payment in pursuance of the Act are not bound to see to the application of the money, and are not to be answerable for the misapplication of it. (Sect. 78.) But if the enfranchisement consideration money is paid to the lord of a manor not entitled to receive the same *by the provisions of the Act*, the land is to remain charged with the payment of it to the person legally or equitably entitled. (Sect. 76.)

(c) Of course this includes trustees; who in cases of trusts are generally the only recognized tenants of the manor.



fee or for life or lives, or for years, and shall also comprise all lands holden of a manor subject to any manorial rights, and shall extend to messuages, tenements, and corporeal or incorporeal hereditaments subject to manorial rights, or any undivided part or share therein; the word "enfranchisement" shall extend to and include the discharge of freehold lands from heriots and other manorial rights; the word "heriots" shall include money payments in lieu thereof; the word "rents" shall include "reliefs" and "services," not being service at the lord's court; and the word "person" shall mean and include any body politic or corporate or collegiate (a) as well as an individual; and every word importing the singular number only shall mean and include several persons or parties as well as one person or party, and several things as well as one thing respectively, and the converse; and every word importing the masculine gender only shall mean and include a female as well as a male.

---

(a) It is almost unnecessary here to remind the reader, that in the application of the word "person," to corporations; as well as in the interpretation of the other words mentioned in this clause; it must always be subject to there being nothing in the subject or context repugnant to such construction.

# Appendix.

## No. I.

### FORM OF A DEED OF ENFRANCHISEMENT.

THIS INDENTURE made the ——— day of, &c. Between *A. B.* of, &c. lord of the manor of ———, in the county of ———, of the one part, and *C. D.* of, &c., one of the copyhold tenants of the said manor, of the other part. Whereas the said *A. B.* is seised of and well entitled to the said manor of ———, *for an estate of inheritance in fee-simple (a)*, in possession, free from all incumbrances; and whereas the said *C. D.*, is seised to him and his heirs of an estate of inheritance (a) of and in all and singular the copyhold messuages, lands and hereditaments hereinafter described, and intended to be hereby granted, released, and enfranchised, with their appurtenances, held by copy of court roll, at the will of the lord, according to the custom of the said manor of ———. And whereas the said *C. D.* hath contracted and agreed with the said *A. B.*, for the enfranchisement of the said copyhold messuages, lands, and hereditaments at or for the price or sum of £———. NOW THIS INDENTURE WITNESSETH, that in pursuance and performance of the said agreement, and in consideration of the sum of £——— of lawful money of the United Kingdom of Great Britain and Ireland, unto the said *A. B.* in hand well and truly paid by the said *C. D.*, at or before the sealing and delivery of these presents, the receipt whereof the said *A. B.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, exonerate, and discharge the said *C. D.*, his heirs, executors, administrators, and assigns, and every of them for ever by these presents: he the said *A. B.*, hath granted, bargained, sold, aliened, released, enfranchised, and confirmed, and by these presents, doth (by virtue and in pursuance of an Act passed in the fourth year of the reign of her present Majesty, intituled, “An Act for rendering a Release as effectual for the Conveyance of Freehold Estates as a Lease and Release by the same Parties,”) (b) grant, bargain, sell,

Recitals.

First witness-  
ing  
ing

Release to  
holder.

(a) If either the lord or the tenant have only a *limited estate*, the words in Italics must be altered to meet the case; as well as the covenant for title, p. 143.

(b) The stamp duty is the same, whether the form here inserted or the old form, reciting the lease for a year (which may still be done), is used. (4 & 5 Vict. c. 21, sect. 1.)

Parcels.	alien, release, enfranchise, and confirm unto the said C. D., and his heirs, All, &c.; together with all out-houses, ways, &c., to the said messuages, lands, hereditaments and premises belonging, or in any wise appertaining, or therewith used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof or any part thereof; and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof; and all the estate, right, title, interest, freehold, inheritance, use, trust, benefit, property, power, claim, and demand whatsoever, of the said A. B., in, to, or out of the same premises, and every part thereof: [(a) <i>save and except</i> , and reserving all coal mines, veins, and seams of coal, and all other mines, metals and minerals whatsoever, opened and unopened, and all quarries of stone, with full liberty and power for the said A. B., his heirs and assigns, and his and their workmen, servants, and agents, at his and their free will and pleasure, to search for, dig, work, win, and carry away the same, and for the better working the same mines and quarries to erect furnaces, engines, smelting houses, and other requisite buildings, and to make, lay down, and continue any railway or tram road, and to make drains, sluices, and cuts, and do every other usual or necessary act for the fully and perfectly working, raising and carrying away all such coals, metals, minerals, and stone, doing as little injury as may be to the soil of the said copyhold premises, and making a reasonable compensation for the damage which may be sustained by the owners or occupiers of the same premises, by reason of the exercise of the privilege hereby excepted and reserved; <i>and save and except</i> , and also reserving in manner aforesaid, such free liberty of hunting, fishing, and fowling, and all such deodands, waifs, estrays, royalties, privileges, liberties, franchises, rights and immunities, not hereby expressly granted, released or extinguished, as have been at any time heretofore exercised or enjoyed by the said A. B., or any of his ancestors or predecessors, lords of the aforesaid manor, and that as fully to all intents and purposes, as the said A. B., his heirs or assigns could or might have used, exercised, or enjoyed the same, if these presents had not been made or executed,] <i>To have and to hold</i> the said messuages, lands,
Reserva- tion of mines and minerals.	
Reserva- tion of right of sporting, &c.	
Haben- dum.	

(a) If mines and minerals, and the rights of sporting, fishing, &c., are not intended to be reserved, the words in brackets here and at p. 142, must be left out. As to reservation of mines and minerals, see *ante*, sect. 82 and 84, p. 127, and note (a).

tenements, and hereditaments, and all and singular other the premises hereby granted, released, and enfranchised, or intended so to be, with their and every of their appurtenances, [except as hereinbefore is excepted,] unto the said *C. D.*, his heirs and assigns, to the use and behoof of the said *C. D.*, his heirs and assigns for ever; freed and absolutely acquitted, enfranchised, and discharged of and from all and all manner of customary or other rents, fines, heriots, fealty, suit of court, forfeitures, duties, services, or customs whatsoever, which by or according to the custom of the said manor of ———, the said messuages, lands, hereditaments, and premises hereinbefore granted and released, or intended so to be, are or have been subject, or liable to, or charged with, or which would, but for these presents, be payable, or to be done and performed, for or in respect of the same hereditaments and premises, or any of them or any part thereof: Provided always, and it is hereby expressly declared, that nothing in these presents contained shall extend to the enfranchisement of, or shall be deemed, construed, or adjudged to enfranchise, any part or parts of the copyhold hereditaments holden by the said *C. D.* of the said manor of ———, (other than and except the said messuages, lands, hereditaments and premises hereinbefore particularly described,) or to acquit, release, or discharge the same premises from any fines, heriots, rents, fealty, suit of court, forfeitures, payments, duties, services, or customs which, by or according to the custom of the aforesaid manor, the same premises have at any time heretofore been subject or liable to, or charged with, or which have been or ought to have been paid, done, or performed, for or in respect of the same premises, or any of them. **AND THIS INDENTURE ALSO WITNESSETH,** Reservation of otherlands. Second witnessing part. that for the considerations aforesaid, and in order to preserve to the said *C. D.*, his heirs and assigns, all such rights of common in, upon, and over the waste lands of the said manor of ——— as he the said *C. D.*, or any of his ancestors or predecessors, hath or have at any time heretofore used and enjoyed, as belonging or appurtenant to the messuages, lands, tenements, hereditaments, and premises hereinbefore described, notwithstanding the enfranchisement of the same respective premises, he the said *A. B.*, hath granted, given, and confirmed, and by these presents doth grant, give, and confirm unto the said *C. D.*, his heirs and assigns for ever, all such commonage and right or title to common, of what nature or kind soever, in, upon, and over all or any of the wastes, commons, and commonable lands, of or belonging to the said Regrant of commonable rights.

manor of ——— as he the said *C. D.* immediately before the execution of these presents, or as any of his ancestors or predecessors, at any time heretofore, held, possessed or enjoyed, in respect of, and as appurtenant or belonging to the said messuages, lands, tenements, hereditaments and premises, hereby granted and released or intended so to be, and the freehold and inheritance of all such commonable rights as aforesaid, in as large, ample, and beneficial a manner, to all intents and purposes, as he the said *C. D.*, or any of his ancestors or predecessors hath or have heretofore used and exercised all or any of the said rights or privileges, or as he, or his customary heirs, could or might have used and exercised the same, if these presents had not been executed.

Third witnessing part.

Grant of right of entry and right of way to work mines.

[AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of ———, the said *C. D.*, for himself, his heirs and assigns, doth hereby covenant and grant with and to the said *A. B.*, that it shall be lawful for the said *A. B.*, his heirs and assigns, and his and their agents, servants and workmen, at any time or times, at his and their respective will and pleasure, to enter upon the said lands and other hereditaments hereinbefore granted and released, or intended so to be, and to search for, dig, work, win, raise and carry away all the said mines, minerals, metals, coals, and stone (hereinbefore expressly reserved or intended so to be), and for that purpose, at all usual and reasonable times, to go, return, pass and repass in, through, along and over the said lands and other hereditaments, with horses and other beasts of burden, carts, waggons, and other carriages, and whether laden or unladen, and to use any part of the said lands as may be necessary or proper for depositing and laying down the said minerals, coals and stone, and placing and heaping the waste and rubbish which may arise in working the same, and to erect thereon furnaces, engines, smelting houses, and all necessary buildings, and to make, lay down and continue any railway or tram road, drains, sluices and cuts, and to do every other act, matter or thing, which may be usual, necessary or expedient, for the fully and perfectly working, winning, raising and carrying away all such coals, metals, minerals, and stone. *Provided always*, and the said *A. B.* doth hereby, for himself, his heirs, executors and administrators, covenant and agree with the said *C. D.*, his heirs and assigns, that he, the said *A. B.*, his heirs and assigns, shall and will, from time to time, make all reasonable compensation to the owners or occupiers for the time being of the said messuages, tenements, lands, here-

Proviso.

ditaments, and other premises hereinbefore granted and released (or intended so to be), for the damage or injury at any time sustained by them by reason of the exercise of the privileges hereinbefore reserved, or hereby granted, or intended so to be.]

And the said *A. B.* for himself, his heirs, execu- Covenants  
tors, and administrators, doth hereby covenant, pro- for title.  
mise, grant, and agree, with and to the said *C. D.*,  
his heirs and assigns, in manner following; (that is  
to say,) that (for and notwithstanding any act, deed,  
matter, or thing whatsoever by the said *A. B.*, or any  
of his ancestors, at any time heretofore made, done,  
committed, executed, or wittingly suffered to the con-  
trary,) he the said *A. B.*, now at the time of the sealing  
and delivery of these presents, is lawfully and rightfully  
seised of, or well entitled to the aforesaid manor of  
—, for an estate of inheritance in fee-simple, in  
possession, and hath in himself good right, full power,  
and absolute authority to grant, bargain, sell, release,  
and enfranchise all and singular the said messuages,  
lands, tenements, hereditaments and premises herein-  
before granted, released, and enfranchised, or intended  
so to be, with their appurtenances, in manner afore-  
said, and according to the true intent and meaning of  
these presents:—And moreover, that it shall and may be  
lawful to and for the said *C. D.*, his heirs and assigns,  
from time to time, and at all times for ever hereafter,  
peaceably and quietly to have, hold, and enjoy the free-  
hold and inheritance of all and singular the said mes-  
suages, lands, tenements, hereditaments and premises,  
hereby granted, released, and enfranchised, or intended  
so to be, with their appurtenances, for his and their own  
proper use and benefit, without any lawful let, suit,  
trouble, molestation, eviction, ejection, interruption,  
or disturbance whatsoever, of, from, or by the said  
*A. B.*, or his heirs, or any person or persons lawfully  
or equitably and rightfully claiming, or to claim, by,  
from, under, or in trust for him, or any of his an-  
cestors; and that free and clear, and freed and abso-  
lutely acquitted, exonerated and discharged, or other-  
wise by the said *A. B.*, his heirs, executors and adminis-  
trators, well and effectually saved, defended, kept harm-  
less and indemnified, of, from, and against all former  
and other gifts, grants, bargains, sales, leases, mortgages,  
rents, jointures, dowers, settlements, uses, trusts, wills,  
entails, statutes, recognizances, judgments, extents, exe-  
cutions, and all other estates, titles, troubles, charges,  
and incumbrances whatsoever, had, made, done, com-

And further  
assurance.

mitted, executed, or wittingly suffered or consented unto by the said *A. B.*, or any of his ancestors, or any person or persons lawfully or equitably claiming by, from, through, under, or in trust for him, them or any of them, or by, or through his, their, or any of their acts, means, default, privy, consent, or procurement:—And further, that he, the said *A. B.*, and his heirs, and all and every persons and person whomsoever, having or lawfully or equitably claiming or to claim any estate, right, title, interest, or trust, in, to, or out of the said manor of —, by, from, through, under, or in trust for him, or his heirs, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said *C. D.*, his heirs or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other acts, deeds, conveyances, and assurances in the law whatsoever, for the further, better and more perfectly and absolutely enfranchising all and singular the said messuages, lands, tenements, hereditaments and premises hereinbefore granted, released and enfranchised, or intended so to be, with their appurtenances, as by the said *C. D.*, his heirs or assigns, or his or their counsel learned in the law, shall be lawfully and reasonably devised or advised and required, so as such further assurances contain in them no further or other covenant or warranty, than against the person or persons making and executing the same, and his or their own heirs' and ancestors' acts and deeds respectively, and so as the party or parties required to make and execute such further assurance or assurances, be not compelled or compellable, for the purpose thereof, to go or travel from his or their usual place or places of abode (*a*). In witness, &c.

## No. II.

1 Geo. IV. Cap. 35, Sections 9—17.

### PAYMENT OF MONEY INTO THE COURT OF EXCHEQUER.

All pay-  
ments of  
money  
under or-  
ders of the  
court to be

9. And be it further enacted, That whenever at any time after the first appointment of a person to be accountant general of the said Court of Exchequer as aforesaid, any person or persons shall be ordered by the said Court of Exchequer, or by the lord chief baron of the said

(*a*) A covenant for the production of title deeds may be inserted here; or it may be done by a separate deed.

court, or by the baron to be nominated and appointed as made into  
aforesaid, to pay any sum or sums of money, or any the bank to  
exchequer bills, bills of exchange or other negotiable securities, in any cause or matter before the said court, into the account  
the Bank of England, to the account of the accountant of the accountant  
general of the said court, the party upon whom the order general.  
for payment of such money shall be made, shall, with the  
privity of such accountant general for the time being,  
pay the same into the Bank of England, to the account  
of the accountant general of the said court, and the party  
so paying any such sum shall take a receipt for the same Receipt.  
from one of the cashiers of the said Bank of England,  
which receipt shall be delivered to the said accountant  
general of the said court, who shall thereupon make and  
sign a certificate of such payment, which certificate shall Certificate.  
be countersigned by and shall be filed with the clerk of  
the reports hereinafter directed to be appointed; and  
that whenever at any time after the said appointment  
of a person to be accountant general of the said court as  
aforesaid, any money shall by the said Court of Ex-  
chequer, or by the lord chief baron of the said court, or  
by the baron to be nominated and appointed as aforesaid,  
be ordered to be invested in government or other securities, the species of the particular securities in which  
the same shall be directed to be invested shall be mentioned in the order to be made for that purpose; and in  
case any such securities shall consist of public funds,  
stocks or annuities, the same shall be transferred into the  
name of the said accountant general; and that every such  
transfer shall contain a declaration of trust, in the books  
of the said Bank of England, that such funds, stocks or  
annuities, are so transferred in trust to attend the orders  
of the said Court of Exchequer; and in case any such  
securities shall consist of East India bonds, exchequer  
bills, tallies, or orders, the same shall be delivered into  
the Bank of England, and placed to the account of the  
accountant general of the said court, in the books of the  
said bank, as hereinbefore directed, subject to the orders  
of the said Court of Exchequer; and if any of the securities shall consist of stocks or annuities of the Bank of  
England, the East India Company or South Sea Company, or any other body politic or corporate, such stock  
or annuities shall be transferred into the name of such  
accountant general, and that every such transfer shall  
contain an entry or declaration of trust in the books of  
the respective companies, that such stocks or annuities  
are so transferred in trust to attend the orders of the said  
Court of Exchequer; and the said accountant general

Orders of  
the Court  
of Exche-  
quer to  
state in  
what se-  
curities  
money in-  
vested.

East India  
bonds, &c.  
to be de-  
livered into  
the bank;  
and certi-  
ficates of  
transfer of  
East India  
stock, &c.  
taken by  
accountant  
general;



who shall  
report on  
such securi-  
ties.

shall take a certificate thereof from the proper officer of the company whom it may concern, and shall deliver such certificate into the bank, in order that one of the cashiers of the bank may receive the dividends thereupon; and the said accountant general shall make a report or certificate of all such securities to the said Court of Exchequer, which report or certificate shall be filed with the clerk of the reports, and shall specify the dates and numbers of such bonds, tallies and orders, and the quantities of such stocks or annuities, and the time of the transfer of such stocks or annuities into the name of such accountant general.

Bank to re-  
ceive all in-  
terest of  
funds, &c.  
and prin-  
cipal of ex-  
chequer  
bills, and  
carry the  
same to  
credit of  
accountant  
general.

10. And be it further enacted, That one of the cashiers of the Bank of England shall at all times hereafter, from time to time, receive all interest due upon all exchequer bills and other securities delivered in or deposited at the said bank on account of the said accountant general, and also all the principal money becoming due on such exchequer bills, or, if so directed by the said accountant general, shall receive new exchequer bills in lieu of any exchequer bills becoming payable; and shall also receive all principal money becoming due on any bills of exchange or negotiable securities so delivered in or deposited at the said bank on account of the said accountant general; and one of the cashiers of the said bank shall likewise receive all the dividends of all such stocks, funds or annuities, transferable at the said bank, or in the books of the East India Company, or South Sea Company, or of any other body politic or corporate, as shall at any time be transferred into or standing in the name of the said accountant general; and the said accountant general shall for that purpose authorize and empower one of the cashiers of the said bank to receive such interest and dividends, and all such principal money, or to receive such new exchequer bills; and all such interest and dividends and principal money or new exchequer bills, when so received, shall be from time to time placed to the credit of such accountant general, and entered causewise in the said account, so to be kept in his name in the books of the Bank of England.

Accountant  
general to  
empower a  
cashier to  
receive  
dividends.

How  
money to  
be repaid  
out of the  
bank.

11. And be it further enacted, That whenever any money belonging to the suitors of the said court, or any other person or persons, received by the Bank of England, pursuant to the directions of this Act, shall by any decree or order of the said Court of Exchequer, or of the lord chief baron of the said court, or of the baron to be nominated and appointed as aforesaid, be directed to be paid out to any party or parties, in any cause or matter,

or to any other person or persons, the clerk in court, solicitor or agent of such party, or other person, shall attend the said accountant general with an office copy of such decree or order, and of any report to which such decree or order may refer, as specifying the money to be so paid: and the said accountant general shall forthwith make a certificate thereof, to be filed by the clerk in court, or solicitor for the party, with the clerk of the reports hereinafter directed to be appointed; and the said accountant general shall, by note under his hand, draw on the bank for so much money as shall be so directed to be paid, upon check paper, fairly written and signed by the said accountant general, which note shall be compared with such certificate, and the decree or order, and also the report, if any, under which such certificate shall have been made, and when so compared, such note shall be countersigned by the clerk of the reports, and entered by him in a book to be kept for that purpose, and shall be a sufficient authority to the Bank of England to pay such money to the person or persons mentioned in such note, or to such persons as he, she or they, by indorsement thereon, shall order to receive the same, as likewise to write off the amount of such money from the account of the accountant general to be kept in the books of the said bank; but when any sum of money shall be directed to be paid out of such money so to be received by the bank to any suitor or any other person or persons for interest or maintenance, the said accountant general shall, by such note under his hand, upon check paper, without any certificate, draw on the bank for the same, and such note being signed by the accountant general, and countersigned by the clerk of the reports, as is before directed, shall be a proper authority for the bank to pay the same; provided always, that every such note as aforesaid, which shall be drawn and signed under the provisions of this Act, shall be limited to be paid within one calendar month after date, and if it be not paid within such time such note shall be void.

Certificate  
by ac-  
countant  
general.

In what  
case ac-  
countant  
general to  
draw by  
check with-  
out certifi-  
cate.

12. And be it further enacted, That whenever any security or securities deposited or to be deposited at the Bank of England, under the directions of this Act, shall be directed by order of the said Court of Exchequer, or of the lord chief baron thereof, or by the baron nominated and appointed as aforesaid for the time being, to be delivered out of the said bank, for any purpose whatever, a certificate shall be made out by the clerk of the reports, under the direction of the said Court of Ex-

How secu-  
rities de-  
posited in  
the bank  
delivered  
out under  
orders of  
the court,  
&c.

chequer, or of the lord chief baron of the said court, or of the baron nominated and appointed as aforesaid, stating the nature and amount of the securities to be delivered out, together with the numbers, dates and sums of such securities or security, and the name of the cause or matter wherein the same are or is directed to be delivered out, and the person to whom the same are or is delivered, which certificate shall be entered by the clerk of the reports in a book to be kept by him for that purpose, and shall be delivered by the clerk in court or solicitor employed in the cause or matter to the said accountant general, who shall countersign the same; and such certificate so countersigned shall be a sufficient voucher and authority to the proper officer at the said Bank of England, to deliver over such security or securities, and to enter the delivery of such security or securities in the account of the said accountant general, kept in the books of the said bank.

**How stock shall be transferred under order of the court.** 13. And be it further enacted, That whenever any stock in the books of the Bank of England, South Sea Company, East India Company, or any company, or body politic or corporate, shall be ordered by the said Court of Exchequer, or by the lord chief baron of the said court, or by the baron nominated and appointed as aforesaid, to be sold, or to be transferred to any person

**Certificate by clerk of the reports, &c.** or persons, a certificate of the decree or order directing such sale or transfer shall be signed by the said clerk of the reports, who shall certify under his hand to the accountant general what stock he is by such decree or order to sell or to transfer, and in case of a transfer, to whom such transfer is to be made; which certificate shall be entered by the clerk of the reports in a book to be kept by him for that purpose; and the clerk in court, or solicitor in the cause, shall carry such certificate to the said accountant general, who shall, within one week, or at the then next opening of the respective companies' books, attend in person and deliver the same, or cause the same to be delivered, to the proper officer of such company, and transfer such stocks, or give sufficient authority to some other person so to do, according to such certificate; and such certificate is hereby declared to be a sufficient authority for making such transfer or transfers as shall, by the decree or order mentioned in such certificate, be required to be made in execution of the said decree or order.

**Transfer accordingly.**

**Bank, &c. make**

14. And be it further enacted, That the proper officer of the Bank of England, East India Company, South

Sea Company, or any other company, or body politic or transfer corporate, whom it may concern, shall and do from time upon cert- to time permit and suffer every such transfer as is re- tificates, quired by this Act to be made by the accountant general &c. pro- duced. for the time being, upon the production of the several certificates of the several decrees or orders of the said Court of Exchequer for such purpose, signed and attested as by this Act is directed and required.

15. And for the better and more effectually carrying Court of this Act into execution, be it further enacted, That it Exche- shall and may be lawful to and for the said Court of quer, &c. Exchequer, or for the lord chief baron thereof, or other empowered baron to be nominated and appointed as aforesaid, and to make the said court, or lord chief baron, or other baron to orders for be nominated and appointed as aforesaid, are hereby au- executing thorized and empowered, from time to time to make all Act. such further orders and regulations as the said court shall deem necessary and proper for effectuating all or any of the purposes hereinbefore expressed: Provided Proviso. always, that when any such orders and regulations shall be made, a true copy thereof shall be made by the clerk of the reports, and signed by him, and transmitted to the said accountant general, who shall cause a true copy of such copy, signed by him, to be transmitted to the governor or deputy governor of the Bank of England, or to any other company, body politic or corporate, whom it may concern, who, after receiving a copy of such orders and regulations, shall cause the same to be observed in the same manner as if any such orders and regulations had originally formed a part of this Act.

16. And to the end that no suitor or suitors of the said Suitors' Court of Exchequer may be delayed in payment of any cash in the money due to him, her or them, but that every one may Bank to be receive his or her full demand whensoever he or she common shall apply for the same, in the most easy and expeditious way, be it therefore enacted, That all the money cash. and cash now deposited and to be deposited in or paid to the said Bank of England, on account of the suitors of the said Court of Exchequer, or any of them, or by order of the said court, shall be and be accounted and taken to be one common and general cash, and shall be promiscuously issued and issuable when and as the said Court of Exchequer shall direct.

## No. III.

11 *Geo. IV.* & 1 *Will. IV.* Cap. 65. Sections 2—10.

## PROPERTY OF INFANTS, LUNATICS, &amp;c.

Rules for  
the inter-  
pretation  
of this  
Act.

2. 'And inasmuch as, in order to avoid unnecessary repetition, certain words are used in this Act as describing subjects, some of which, according to their usual sense, such words would not embrace;' For the understanding of the sense attached to them in this Act, be it further enacted, That the provisions of this Act shall extend and be understood to extend to and include the several other estates, persons, matters, and things hereinafter mentioned; (that is to say,) those relating to land, to any manor, messuage, tenement, hereditament, or real property of whatsoever tenure, and to property of every description transferable otherwise than in books kept by any company or society, or any share thereof or charge thereon, or estate or interest therein; those relating to stock, to any fund, annuity, or security transferable in books kept by any company or society, or to any money payable for the discharge or redemption thereof, or any share or interest therein; those relating to dividends, to interest, or other annual produce; those relating to the Bank of England, to the East India Company, South Sea Company, or any other company or society established or to be established; those relating to a conveyance, to any release, surrender, assignment, or other assurance, including all acts, deeds, and things necessary for making and perfecting the same; those relating to a transfer, to any assignment, payment, or other disposition; and those relating to a lunatic, to any idiot or person of unsound mind or incapable of managing his affairs; unless there be something in the subject or context repugnant to such construction; and whenever this Act, in describing or referring to any person, or any land, stock, conveyance, lease, recovery, matter, or thing, uses the word importing the singular number or the masculine gender only, the same shall be understood to include and shall be applied to several persons as well as one person, and females as well as males, and bodies corporate as well as individuals, and several lands, stocks, conveyances, leases, recoveries, matters, or things, as well as one land, stock, conveyance, lease, recovery, matter, or thing respectively, unless there be something in the subject or context repugnant to such construction.

3. And be it further enacted, That from and after the Infants, passing of this Act, where any person being under the females co- age of twenty-one years, or being a feme covert or luna- vert, and tic, is or shall be entitled by descent, or surrender to the lunatics use of a last will, or otherwise, to be admitted tenant may be of any copyhold lands, such person, in his or her own proper admitted to copyhold estates by person, or being a feme covert by her attorney, or being an infant by his guardian or attorney, as the case their guar- may require, or being a lunatic by the committee of his dian, com- estate, shall come to and appear at one of the three next mittee, or courts which shall be kept (for the keeping whereof the attorney. usual notice shall be given) for the manor whereof such land shall be parcel, and shall there offer himself or herself to the lord or his steward to be admitted tenant to the said land; to make which appearance and to take which admittance in behalf of such infant or lunatic or feme covert, such guardian, committee, or attorney shall be and is hereby respectively authorized and required.

4. And be it further enacted, That it shall be lawful Females co- for any feme covert, and for any infant who shall have vert, in- no guardian, and she and he is hereby empowered, by fants, &c. writing under her or his hand and seal respectively, to may ap- appoint an attorney or attorneys on her or his behalf, point attor- for the purpose of appearing and taking such admittance nies for that pur- as aforesaid. pose.

5. And be it further enacted, That in default of such In default appearance of any infant, feme covert, or lunatic, in his of appear- or her own person, or by his or her guardian, committee, ance, the or attorney in that behalf, and of acceptance of such lord may admittance as aforesaid, it shall be lawful for the lord of appoint an every such manor, or his steward, after such three several attorney. courts have been duly holden for such manor, and proclamations in such several courts been regularly made, to appoint, at any subsequent court, to be holden for such manor, any fit person to be attorney for every such infant, feme covert, or lunatic, for that purpose only, and by such attorney to admit every such infant, feme covert, or lunatic to the said land, according to such estate as such infant, feme covert, or lunatic shall be legally entitled to therein, and upon every such admittance to impose and set such fine as might have been legally imposed and set if such infant had been of full age, or if such feme covert had been sole and unmarried, and if such lunatic had been of sane mind.

6. And be it further enacted, That upon every such Fines, in admittance of any infant, feme covert, or lunatic as afore- what man- said, the fine imposed and set thereupon shall and may ner de- mandable.

be demanded by the bailiff or agent of the lord of such manor, by a note in writing, signed by the lord of such manor or by his steward, to be left with the guardian of such infant, or such infant if he have no guardian, or with such feme covert or her husband, or with the committee of the estate of such lunatic, or with the tenant or occupier of the land to which such infant, feme covert, or lunatic shall have been admitted as aforesaid; and if the fine so imposed and set be not paid or tendered to such lord or his steward within three months after such demand made, then it shall be lawful for the lord of such manor to enter into and upon the copyhold land to which any such infant, feme covert, or lunatic shall be so admitted, and to hold and enjoy the same, and to receive the rents, issues, and profits thereof, but without liberty to fell any timber standing thereon, for so long time only and until by such rents, issues, and profits such lord shall be fully paid and satisfied such fine, together with all reasonable costs and charges which such lord shall have been put unto in levying and raising the same, and in obtaining the possession of such copyhold land, although such infant, feme covert, or lunatic shall happen to die before such fine and fines, and the costs and charges aforesaid, shall be raised and collected; of all which rents, issues, and profits so to be received by such lord of such manor, or his steward, bailiff, or servant, upon the occasion aforesaid, such lord shall yearly and every year, upon demand to be made by the person who shall be entitled to the surplus of the said rents and profits, over and above what will pay and satisfy such fine and costs and charges, or by the person who shall be then entitled to such copyhold land, give and render a just and true account, and shall pay the same surplus, if any, to such person as shall be entitled to the same.

7. And be it further enacted, That as soon as such fine, and the costs, charges, and expenses aforesaid, shall be fully paid and satisfied, or if, after such seizure and entry of and upon such copyhold land for the purposes aforesaid, such fine, and the costs and charges aforesaid, shall be lawfully tendered and offered to be paid and satisfied to the lord of such manor, then and in any of the said cases it shall be lawful for such infant, feme covert, lunatic, or other person entitled thereto, or the guardian of such infant, the husband of such feme covert, committee of such lunatic, to enter upon and take possession of and hold the said copyhold land according to estate or interest such infant, feme covert, or

If not paid, &c. the lord may enter and receive the profits of the copyhold till he is satisfied, &c.

The lord to account yearly;

and to deliver up possession on satisfaction of the fines.

lunatic shall be lawfully entitled to therein, and the lord of such manor shall and is hereby required in any of the said cases to deliver possession thereof accordingly; and if such lord, after such fine, and the costs and charges aforesaid, shall be fully paid and satisfied, or after the same shall have been tendered or offered to be paid as aforesaid, shall refuse to deliver the possession of the said copyhold land as aforesaid, he or they shall be liable to and shall make satisfaction to the person or persons so kept out of possession for all the damages that he or she shall thereby sustain, and all the costs and charges that he or she shall be put unto for the recovery thereof.

8. And be it further enacted, That where any infant, feme covert, or lunatic shall be admitted to any copyhold land, if the guardian of such infant, or husband of such feme covert, or committee of such lunatic, shall pay to the lord of any manor the fine legally imposed and set upon such admittance, and the costs and charges which such lord of such manor shall have been put unto as aforesaid, then it shall be lawful for every guardian of such infant, or husband of such feme covert, or committee of such lunatic, his executors and administrators, to enter into and to hold and enjoy the said land to which such infant, feme covert, or lunatic shall have been so admitted, and receive and take the rents, issues, and profits thereof to his and their own use, until thereby such guardian of such infant, or husband of such feme covert, or committee of such lunatic, his executors and administrators, shall be fully satisfied and paid all and every such sum and sums of money as he shall respectively pay; and disburse upon the account aforesaid, notwithstanding the death of such infants, femes covert, or lunatic shall happen before such sum or sums of money so expended shall or may be so raised and reimbursed.

9. Provided always, and be it further enacted, That from and after the passing of this Act no infant, feme covert, or lunatic shall forfeit any copyhold land for his or her neglect or refusal to come to any court to be kept for any manor whereof such land is parcel, and to be admitted thereto, nor for the omission, denial, or refusal of any such infant, feme covert, or lunatic to pay any fine imposed or set upon his or her admittance to any such land.

10. Provided nevertheless, and be it further enacted, That if the fine imposed in any of the cases hereinbefore mentioned shall not be warranted by the custom of the manor, or shall be unlawful, then such infant, feme

Guardians or husbands, or committees paying fines, may reimburse themselves out of the rents of the copyhold.

No forfeiture to be incurred by infant, &c. for not appearing, or refusing to pay fines.

Fines not warranted by custom, &c. may be



contro-  
verted.

covert, or lunatic shall be at liberty to controvert the legality of such fine, in such manner as he or she might have done if this Act had not been made.

#### No. IV.

2 & 3 Will. IV. Cap. 80.

*An Act to authorize the identifying of Lands and other Possessions of certain Ecclesiastical and Collegiate Corporations.*  
[3d August, 1832.]

Arch-  
bishops, bi-  
shops,  
deans and  
chapters,  
&c. may  
enter into  
agreements  
or deeds of  
reference  
with their

' WHEREAS the archbishops and bishops of the several dioceses, and the deans, and deans and chapters, archdeacons, prebendaries, and canons, and other dignitaries and officers of the several cathedral and collegiate churches and chapels, and the masters or other heads and fellows and scholars or other societies of the several colleges and halls in the Universities of Oxford and Cambridge, and of the Colleges of Winchester and Eton, are proprietors of divers manors, messuages, lands, tenements, tithes, and hereditaments, and in many cases the boundaries or quantities and the identity of lands within such manors, and of such messuages, lands, tenements, and hereditaments, and of lands subject to any such tithes, or some part or parts thereof, are unknown or disputed, and it would be a great benefit, as well to such proprietors respectively, as to their lessees, copyhold or customary tenants, sub-lessees, or under-tenants, their, his, or her heirs, executors, administrators, or assigns, if the said manors, messuages, lands, tenements, tithes, and hereditaments were identified, and the boundaries and quantities thereof ascertained and finally settled: Be it enacted by the King's most excellent Majesty, by and with the advice and consent of the lords spiritual and temporal, and commons, in this present parliament assembled, and by the authority of the same, That from and after the passing of this Act it shall and may be lawful to and for any archbishop, bishop, dean, dean and chapter, or other corporation aggregate or sole hereinbefore mentioned, to enter into an agreement of reference or deed of submission with his or their lessee or lessees, copyhold or customary tenant or tenants, sub-lessee or sub-lessees, under-tenant or under-tenants, his, her, or their heirs, executors, administrators, or assigns, or with the owner or owners of any other hereditaments adjoining to or intermixed with the said manors, mes-

suages, lands, tenements, tithes, or hereditaments, where-  
 by it shall be agreed that any unknown or disputed  
 boundaries or quantities of such manors, messuages,  
 lands, tenements, tithes, or hereditaments, or any part  
 thereof, shall be referred to the adjudication of such  
 person or persons as may be agreed upon and named by  
 the said archbishop, bishop, dean, dean and chapter, or  
 other corporation aggregate or sole, and by his or their  
 lessee or lessees, copyhold or customary tenant or ten-  
 nants, sub-lessee or sub-lessees, under-tenant or under-  
 tenants, his, her, or their heirs, executors, administrators  
 or assigns, or by such owner or owners of any other  
 hereditaments situate as aforesaid; and that such referee  
 or referees shall be fully authorized to make or cause to  
 be made surveys, maps, and admeasurements of the said  
 manors, messuages, lands, tenements, tithes, and here-  
 ditaments, or any part thereof, and to summon any per-  
 sons as witnesses, and examine them on oath (which  
 oath he or they are hereby authorized to administer)  
 touching or concerning any of the matters or things so  
 referred as aforesaid, or in any way relating thereto; and  
 also to call for the production of all surveys, maps,  
 deeds, books, papers, and writings in the custody or  
 power of any of the parties to the said reference, or of  
 any other person or persons, of or concerning the mat-  
 ters in question; and the said referee or referees, having  
 well and sufficiently investigated and considered the  
 same, and all matters to him or them referred, shall and  
 may make his or their award or awards in writing, under  
 his or their hand and seal or hands and seals, with a map  
 or maps drawn thereupon or thereunto annexed, and  
 which said award or awards and map or maps shall be  
 upon parchment or vellum, and shall award and deter-  
 mine, identify, delineate, and describe the boundaries,  
 quantities, particulars, and situations of the said manors,  
 messuages, lands, tenements, tithes, and hereditaments  
 so referred to him or them as aforesaid; and the said  
 award or awards and map or maps shall be laid before  
 all the parties to any such agreement of reference or deed  
 of submission, including the party or parties whose con-  
 sent is required by this Act, whose approbation thereof  
 shall be written upon the said award or awards, and shall  
 be signed and sealed by them, and thereupon the said  
 award or awards and map or maps shall be for ever after-  
 wards binding upon all parties, and final and conclusive  
 as to all matters therein contained or thereby referred to.

lessees, to  
 ascertain  
 and settle  
 unknown  
 or disputed  
 boundaries  
 or quanti-  
 ties of ma-  
 nors, &c.  
 leased.

Referees to  
 make sur-  
 veys, maps,  
 and admea-  
 surements;  
 to summon  
 and exa-  
 mine wit-  
 nesses on  
 oath; to  
 call for all  
 deeds, &c.;  
 to make  
 awards,  
 with maps  
 thereto, on  
 parchment  
 or vellum.

Awards and  
 maps to be  
 laid before  
 all parties,  
 and their ap-  
 probation to  
 be writ-  
 ten.

- 2. Provided always, and be it further enacted, That in Certain

## No. V.

4 &amp; 5 Will. IV. Cap. 22.

*An Act to amend an Act of the Eleventh Year of King George the Second, respecting the Apportionment of Rents, Annuities, and other periodical Payments.*

[16th June, 1834.]

11 G. 2. c. 19. Rents reserved on leases determining

‘WHEREAS by an Act passed in the eleventh year of the reign of his Majesty King George the Second, intituled, “An Act for the more effectual securing the Payment of Rents, and preventing Frauds by Tenants,” it was enacted, that where any tenant for life should happen to die before or on the day on which any rent was reserved or made payable upon any demise or lease of any lands, tenements, or hereditaments which determined on the death of such tenant for life, the executors or administrators of such tenant for life should and might, in an action on the case, recover of and from such under-tenant or under-tenants of such lands, tenements, or hereditaments, if such tenant for life die on the day on which the same was made payable, the whole, or if before such day then a proportion of such rent according to the time such tenant for life lived of the last year or quarter of a year or other time in which the said rent was growing due as aforesaid, making all just allowances, or a proportionable part thereof respectively: And whereas doubts have been entertained whether the provisions of the said Act apply to every case in which the interests of tenants determine on the death of the person by whom such interests have been created, and on the death of any life or lives for which such person was entitled to the lands demised, although every such case is within the mischief intended to have been remedied and prevented by the said Act; and it is therefore desirable that such doubts should be removed by a declaratory law: And whereas, by law, rents, annuities, and other payments due at fixed or stated periods are not apportionable (unless express provision be made for the purpose), from which it often happens that persons (and their representatives) whose income is wholly or principally derived from these sources by the determination thereof before the period of payment arrives are deprived of means to satisfy just demands, and other evils arise from such rents, annuities, and other payments not being apportionable, which evils require remedy:’ Be it therefore it enacted and declared by the King’s most excellent Majesty, by and with the

advice and consent of the lords spiritual and temporal, and commons, in this present parliament assembled, and by the authority of the same, That rents reserved and made payable on any demise or lease of lands, tenements, or hereditaments which have been and shall be made, and which leases or demises determined or shall determine on the death of the person making the same (although such person was not strictly tenant for life thereof), or on the death of the life or lives for which such person was entitled to such hereditaments, shall, so far as respects the rents reserved by such leases, and the recovery of a proportion thereof by the person granting the same, his or her executors or administrators (as the case may be), be considered as within the provisions of the said recited Act.

2. And be it further enacted, That from and after the passing of this Act all rents service reserved on any lease by a tenant in fee or for any life interest, or by any lease granted under any power (and which leases shall have been granted after the passing of this Act), and all rents charge and other rents, annuities, pensions, dividends, moduses, compositions, and all other payments of every description, in the United Kingdom of Great Britain and Ireland, made payable or coming due at fixed periods under any instrument that shall be executed after the passing of this Act, or (being a will or testamentary instrument) that shall come into operation after the passing of this Act, shall be apportioned so and in such manner that on the death of any person interested in any such rents, annuities, pensions, dividends, moduses, compositions, or other payments as aforesaid, or in the estate, fund, office, or benefice from or in respect of which the same shall be issuing or derived, or on the determination by any other means whatsoever of the interest of any such person, he or she, and his or her executors, administrators, or assigns, shall be entitled to a proportion of such rents, annuities, pensions, dividends, moduses, compositions, and other payments according to the time which shall have elapsed from the commencement or last period of payment thereof respectively (as the case may be), including the day of the death of such person, or of the determination of his or her interest, all just allowances and deductions in respect of charges on such rents, annuities, pensions, dividends, moduses, compositions, and other payments being made; and that every such person, his or her executors, administrators, and assigns, shall have such and the same remedies at law and in equity as the person making them (though not strictly tenant for life), or on the death of the tenant *pur autre vie*, to be considered as within the provisions of recited Act.

All rents, annuities, and other payments coming due at fixed periods to be apportioned;

subject to all just deductions.

Remedies for obtaining the ap-

portioned  
parts.

equity for recovering such apportioned parts of the said rents, annuities, pensions, dividends, moduses, compositions, and other payments, when the entire portion of which such apportioned parts shall form part shall become due and payable, and not before, as he, she, or they would have had for recovering and obtaining such entire rents, annuities, pensions, dividends, moduses, compositions, and other payments if entitled thereto, but so that persons liable to pay rents reserved by any lease or demise, and the lands, tenements, and hereditaments comprised therein, shall not be resorted to for such apportioned parts specifically as aforesaid, but the entire rents of which such portions shall form a part shall be received and recovered by the person or persons who if this Act had not passed would have been entitled to such entire rents; and such portions shall be recoverable from such person or persons by the parties entitled to the same under this Act in any action or suit at law or in equity.

Act not to  
apply to  
certain  
cases.

3. Provided always, and be it enacted, That the provisions herein contained shall not apply to any case in which it shall be expressly stipulated that no apportionment shall take place, or to annual sums made payable in policies of assurance of any description.

#### No. VI.

6 & 7 Will. IV. Cap. 71, Sect. 56, 57, and 67.

#### TITHE COMMUTATION.

Comp-  
troller of  
corn re-  
turns to  
publish  
average  
price of  
corn.

56. And be it enacted, That immediately after the passing of this Act, and also in the month of January in every year, the comptroller of corn returns for the time being, or such other person as may from time to time be in that behalf authorized by the privy council, shall cause an advertisement to be inserted in the London Gazette, stating what has been, during seven years ending on the Thursday next before Christmas-day then next preceding, the average price of an imperial bushel of British wheat, barley, and oats, computed from the weekly averages of the corn returns.

Rent-  
charges to  
be valued  
according  
to the  
average

57. And be it enacted, That every rent-charge charged upon any lands by any such intended apportionment shall be deemed at the time of the confirmation of such apportionment, as hereinafter provided, to be of the value of such number of imperial bushels and decimal parts of an imperial bushel of wheat, barley, and oats as the same

would have purchased at the prices so ascertained by the price of advertisement to be published immediately after the corn. passing of this Act, in case one third part of such rent-charge had been invested in the purchase of wheat, one third part thereof in the purchase of barley, and the remaining third part thereof in the purchase of oats, and the respective quantities of wheat, barley, and oats so ascertained shall be stated in the draft of every apportionment.

67. And be it enacted, That from the first day of January next following the confirmation of every such apportionment the lands of the said parish shall be absolutely discharged from the payment of all tithes, except so far as relates to the liability of any tenant at rack rent dissenting as hereinafter provided, and instead thereof there shall be payable thenceforth to the person in that behalf mentioned in the said apportionment a sum of money equal in value, according to the prices ascertained by the then next preceding advertisement, to the quantity of wheat, barley, and oats respectively mentioned therein to be payable instead of the said tithes, in the nature of a rent-charge issuing out of the lands charged therewith; and such yearly sum shall be payable by two equal half-yearly payments on the first day of July and the first day of January in every year, the first payment, except in the case of barren reclaimed lands, as hereinafter provided, being on the first day of July next after the lands shall have been discharged from tithes as aforesaid, and such rent-charge may be recovered at the suit of the person entitled thereto, his executors or administrators, by distress and entry as hereinafter mentioned; and after every first day of January the sum of money thenceforth payable in respect of such rent-charge shall vary so as always to consist of the price of the same number of bushels and decimal parts of a bushel of wheat, barley, and oats respectively, according to the prices ascertained by the then next preceding advertisement, and any person entitled from time to time to any such varied rent-charge shall have the same powers for enforcing payment thereof as are herein contained concerning the original rent-charge: Provided always, that nothing herein contained shall be taken to render any person whomsoever personally liable to the payment of any such rent-charge: Provided always, that the rent-charge which shall be apportioned upon any lands in the said parish which during any part of the said period of seven years preceding Christmas one thousand

lands to be postponed by reason of having been inclosed under any Act of parliament, or converted from barren heath or waste ground, until tithes shall be payable for the first time on the first day of July or first day of January next following the confirmation of the apportionment which shall be nearest to the time at which tithes were or would have become payable for the first time in respect of the said lands if no commutation thereof had taken place.

---

### No. VII.

#### 2 & 3 Vict. Cap. 62, Sect. 7.

##### MERGER OF TITHES IN COPYHOLD.

And be it enacted, That in every case of merger of tithes, or rent-charge issuing out of land of copyhold tenure, and subject to arbitrary fine, it shall be lawful for the said commissioners, on the application of the owner of such land, to ascertain, by such ways and means as they shall think fit, the annual value of the tithes or rent-charge so merged or intended to be merged; and the said commissioners shall in such case cause to be endorsed on the deed, declaration, or other instrument affecting such merger, a certificate under their hands and seal, setting forth such annual value so ascertained; and in every case of future assessment of fine on the lands which before such merger were subject to such tithes or rent-charge, the parties entitled to such fine shall assess the same as if such lands were subject to the tithes or rent-charge of which the annual value shall be so endorsed; and the production of such deed, declaration, or instrument of merger, or of a duplicate thereof, with such certificate endorsed, or of an office copy of such deed, declaration, or instrument and certificate endorsed thereon, shall be sufficient evidence of the annual value of such tithes or rent-charge.

---

FORMS OF PROCEDURE,  
ISSUED BY THE COPYHOLD COMMISSIONERS,

*Under Stat. 4 & 5 Vict. c. 35.*

---

\* \* These forms are intended for the guidance of parties availing themselves of the Act, but must be varied to suit the particular circumstances of each case.

---

INSTRUCTIONS AS TO FORMS OF PROCEDURE.

THE following forms will be found to apply to cases of manorial commutations,—of partial commutations, that is, by agreements not being manorial agreements, as not including all the tenants of a manor,—and to cases where parties commuting or enfranchising are under disability.

Nos. 1, 2, and 3, include the notices and declarations, which may serve to bring the parties together at a manorial meeting held for the purpose of effecting a commutation.

No. 4, contains forms of minutes of the various proceedings which may be supposed to take place at such meetings; the most important portion of these forms is that which relates to the minute which is to serve as a basis of an agreement for commutation, No. 4, E.

When meetings to commute are assembled, the parties may in some few cases find themselves prepared at once to execute fully, or provisionally, a formal agreement, and in such cases they may proceed at once to use the form marked No. 5, and to make the minute given in Nos. 7 or 8: but it will not often happen that the parties are prepared at once to execute such an instrument; the most that will ordinarily be done at the first, and perhaps some subsequent meetings, will be to assent to principles of commutation, the details of which are subsequently to be embodied in an agreement; and when such preliminary assent has been obtained, a minute should be entered on the proceedings, which may serve as a record of it, and furnish the basis of a formal agreement to be afterwards prepared.

The forms of such minutes as “The Basis of an Agreement,” with variations to meet different cases, are given in form No. 4, E.

No. 5, is the form of a manorial agreement to commute.



Such an agreement may be either perfect or provisional—that is, the signatures of the parties present may be sufficient to give validity to an agreement, or insufficient. In the second case a provisional agreement only can be executed.

One name at least must be affixed to such a provisional agreement at the meeting itself; the other parties may sign within six calendar months afterwards, see p. 64, sect. 16.

When an agreement, either perfect or provisional, is signed at a meeting, a short minute of that fact should be recorded by the chairman, as in forms Nos. 7 and 8.

The form of a manorial agreement, No. 5, is given to meet cases in which the tenants, or three-fourths of the tenants, in number and value, can determine on the joint consideration to be given to the lord, but cannot at once determine unanimously on the precise portion which is to be contributed by each.

In all such cases, a manorial agreement (form No. 5), followed by an apportionment under the Act, presents the only means of completing the transaction; but if all the tenants can agree amongst themselves, or can trust a valuer to fix for them the sums to be paid by each of them, and can thus embody the distribution of the whole sum to be given to the lord in a schedule of apportionment, to be annexed to and form part of their agreement, they will save much of the trouble and expense necessary to complete a manorial apportionment under the Act.

To effect this they will use not the form of a manorial agreement (No. 5), but that sort of agreement (see forms Nos. 9 and 10), which any two or more tenants are authorized to execute (under sect. 52 of the Act, p. 100). These agreements require no previous meeting to give them validity, and, if form No. 10 be used, no subsequent apportionment (*a*).

The Act (sect. 52) allows any two or more tenants thus to commute by agreement partially, that is, leaving out the other tenants, without previous meetings, and paying no stamp duty (sect. 93), and all such agreements may or may not contain schedules of apportionment. If they do not contain schedules of apportionment, then the steward is to frame one which is to go through all the processes of investigation provided for in the case of apportionments consequent on manorial agreements. Under the same section any one tenant may agree with the lord for com-

---

*a*) These agreements are free from stamp duty (sect. 93), p. 133,

mutation; but in such case there will of course be no necessity for an apportionment.

A form of agreement to enfranchise, and a schedule of apportionment on enfranchisement, are given in Nos. 11 and 12.

Although the Act authorizes the use of partial agreements without schedules of apportionment annexed, it will be very rarely indeed advisable to use such. Parties who agree to commute or enfranchise and embody the consideration to be paid by each in a schedule forming part of the instrument itself, will at once close the whole transaction.

Those who leave a gross sum to be paid to the lord as a consideration, to be afterwards apportioned among them by others, may involve themselves in subsequent valuations, and instruments of apportionment, and investigations, and perhaps conflicts, of which the expense, the delay, and the trouble may be alike formidable. It may again be remarked here, that even where the copyhold or customary lands of a whole manor are commuted or enfranchised, the parties may possibly in some few cases agree among themselves as to the consideration to be paid by each, and then the commutation or enfranchisement may at once be effected by an instrument in one of the forms Nos. 10 or 12, instead of by a manorial agreement in the form No. 5; and if such an instrument, including a schedule of apportionment in the forms Nos. 10 or 12, can be adopted, it is obvious that much of the trouble and expense will be avoided, which will attend the completion of an apportionment consequent on a manorial agreement, or consequent on partial agreements, containing no schedules of apportionments.

When either lord or tenants are under disabilities, or when they have only a limited estate, such as an estate for life, &c., then it becomes the duty of the commissioners to protect the interests of other parties, who are or may hereafter be interested in the property (a).

In such cases, before confirming deeds or partial agreements, the commissioners will require to know both the value of the property and the nature of the incidents, to which it is subject: and to obtain that knowledge they will require declarations from the steward and a valuer—of which declarations the forms are given in Nos. 14 and 15.

When parties enfranchise by a schedule of apportion-

---

(a) See pages 101 and 106.

*Forms of Procedure.*

ment, (see No. 12,) they may find it useful, although not absolutely necessary under the Act, previously to sign an agreement, of which a form is given in No. 13.

Although the form of a power of attorney is given in the Act (p. 58) it is here reprinted (see No. 16).

**No. 1.—NOTICE AND ADVERTISEMENT OF MEETING,  
BY LORD [OR LORDS].—*Under Sect. 13.***

*Manor of* }  
*in the County of*

I, [We] the undersigned being [the duly authorized agent of] a lord [or of the lords, *as the case may be*] of the said manor, whose interest is [or whose interests are] not less than one-fourth of the whole annual value of such manor, do by this notice under my hand, [or our hands] call a meeting of the lords and tenants of the said manor, for the purpose of making an agreement for the general commutation of the rents, fines, and heriots, thereafter to become due in respect of lands holden of the said manor and of the lord's rights in timber, [or of one or more of such rights, as may be agreed upon at such meeting,] pursuant to the provisions of an Act passed in the fourth and fifth years of the reign of her present Majesty Queen Victoria, intituled, "An Act for the Commutation of Certain Manorial Rights in respect of Land of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure." And I [we] do hereby give notice, that such meeting will be held at, &c., on            day the            day of            next, at the hour of [eleven in the forenoon].

Given under my hand [our hands] the    day of    18

[*To be signed by the parties, and where signing as agent to add "Agent for C. D. Lord of the said Manor."*]

*Note.*—That a manor may be such portion or portions of manor as the commissioners shall by any order in writing, with the consent of the lord, direct to be considered as a manor. See p. 137.

**No. 2.—NOTICE AND ADVERTISEMENT OF MEETING  
BY TENANTS.—Under Sect. 13.**

Manor of \_\_\_\_\_  
in the County of \_\_\_\_\_ }

We, the undersigned, being tenants [or the duly authorized agent or agents of tenants, *as the case may be*] of the said manor, do, by this notice, under our hands, call a meeting of the lords and tenants of the said manor, for the purpose of making an agreement for the general commutation of the rents, fines, and heriots thereafter to become due in respect of lands holden of the said manor, and of the lord's rights in timber, [or of one or more of such rights, as may be agreed upon at such meeting,] pursuant to the provisions of an Act passed in the fourth and fifth years of the reign of her present Majesty Queen Victoria, intituled, "An Act for the Commutation of Certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure." And we do hereby give notice, that such meeting will be held at, &c., on \_\_\_\_\_ day the \_\_\_\_\_ day of \_\_\_\_\_ next, at the hour of [eleven in the forenoon].

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_

*[To be signed by ten tenants of the manor, or their authorized agents, or where there shall not be so many tenants as ten, then by one-half of the tenants of the said manor or their authorized agents.—See sect. 13, p. 59.]*

*Note.*—A copy of the notices whether by lord or tenant should be forwarded to the Copyhold Commissioners.

**No. 3.—DECLARATION THAT NOTICE HAS BEEN  
DULY AFFIXED TO CHURCH DOOR, &c. (a).**

I, [A. B.] of, &c., do solemnly and sincerely declare, that I did on the \_\_\_\_\_ day of \_\_\_\_\_ affix on the principal outer door of the church of the parish of \_\_\_\_\_ in the county of \_\_\_\_\_ being as I do verily believe the parish within the limits of which the manor

(a) See sect. 13, p. 59.

5 & 6 W.  
4, c. 62.

of in the said county or the greater part thereof in value extends, [or did on, &c., affix on the door, or on being a conspicuous part of the house, or building, called, &c., wherein the courts of the said manor are usually held], a notice whereof a true copy is hereunto annexed, and which notice, to the best of my knowledge and belief, was duly signed by the persons whose names are thereunder written, and I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the fifth and sixth years of his late Majesty King William the Fourth, intituled "An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in the various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of Voluntary and Extra-judicial Oaths and Affidavits;' and to make other Provisions for the Abolition of unnecessary Oaths."

\*\*\* *The production of the newspapers will show that the meeting has been duly advertised.*

#### NO. 4.—MINUTES OF PROCEEDINGS AT THE MEETING.

*Manor of* }  
*in the County of*

A. Proceedings of a meeting of the lord [or lords] and  
— tenants of the said manor, held at, &c., on, &c., for the  
Commencement and ap- purpose of, &c. [*as in notice*]. At this meeting were  
pointment of chair- present in person, &c. [*state the names of the lords and*  
man. As tenants present, distinguishing them] and by their agents,  
to legal &c. [*stating the parties and their respective agents, if*  
mode of any.]  
appointing a chair- The lord [or lords] and tenants present at this meet-  
man, see ing elected A. B. to be chairman, and agreeably with  
s. 16. the provisions of the said Act the chairman did proceed  
to ascertain the number and interest of the lord [or  
lords] and tenants present in person or by their agents,  
and computing as directed by the said Act (a), the lord [or  
lords] so present appeared to be interested to the whole  
extent of the value [or to the extent of three-fourths of  
the value] of the said manor, and the tenants so present  
appeared to equal in number three-fourths of the tenants

(a) See sect. 17, p. 64, and notes, p. 65.

of the said manor, and in interest three-fourths in value as required by the said Act.

The consideration of the agreement proposed by the aforesaid notice to be made was entered upon, but it being desired by a majority in number of the persons attending this meeting in person or by attorney, as aforesaid, the chairman did adjourn the meeting to \_\_\_\_\_ day, the \_\_\_\_\_ day of \_\_\_\_\_ to be there holden at, &c., at the hour of, &c., and did declare the time and place to which such adjournment was made. And notice of such adjourned meeting was made and given under the hand of the said chairman, and was affixed in a conspicuous place on the outside of the building in which the said meeting was held, and a duplicate of such notice was in like manner made, for the purpose of being advertised agreeably with the provisions of the said Act.

B.  
—  
Adjournment. See s. 18.

*NOTE.—When a meeting is adjourned, it must be recollected that it is not sufficient for the chairman to sign a minute of such adjournment, and then leave the chair. He must also sign the notices of such adjournment, which are to be dealt with as directed by sect. 18, p. 66, or all the proceedings will fall to the ground.*

Manor of \_\_\_\_\_ }  
in the County of \_\_\_\_\_ }

I, [A.B.] having been duly elected chairman of the meeting [or adjourned meeting] held on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, at, &c. for the purpose of making an agreement, &c. [see notice of original meeting,] do hereby give notice that in compliance with the desire of the majority in number of the persons attending such meeting in person or by attorney, I do adjourn the said meeting to \_\_\_\_\_ day the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_.

(Signed) A. B., Chairman.

C.  
—  
Notice of adjournment.

Manor of \_\_\_\_\_ }  
in the County of \_\_\_\_\_ }

Proceedings of an adjourned meeting of the lord [or lords] and tenants of the said manor, held at, &c., for the purpose of, &c. [as in notice]. [State the persons present, the election of chairman, and the ascertaining that a sufficient proportion were present, as at an original meeting.]

D.  
—  
Proceedings at adjourned meetings.

E.  
—  
Minute as  
the basis  
of an  
agreement  
for com-  
mutation.  
See s. 13  
and 14.

At this meeting, the lord [*or lords*] and tenants present thereat, and such tenants being not less in number than three-fourths of the tenants of the said manor, and the interest of the lord [*or lords*] and of the tenants so present in the manor and lands respectively not being less than three-fourths of the interest in the value thereof respectively, computing the interest of the tenants as in the said Act is provided, did proceed to make an agreement as hereinafter expressed for the commutation of the rents, fines, and heriots, from the 1st day of January next following the final confirmation of apportionment, as by the said Act provided, to become due in respect of the lands holden of the said manor, and of the lord's rights in timber, [*also it was expressly agreed that such commutation should extend to rights in mines and minerals*] (*a*).

---

*At a Rent-charge and Nominal Fines.*

And it was further agreed, that such commutation should be effected in consideration of an annual sum by way of a rent-charge, and of a fixed fine of five shillings to be paid on death or alienation in respect of every tenement holden of the said manor.

---

*Entire Rent-charge to be apportioned.*

And it was further agreed, that such rent-charge should be the sum of (*b*) pounds, but to be from time to time variable according to the price of corn, as in the said Act mentioned; such entire rent-charge to be apportioned between the tenants of the said manor by valuers as in the said Act provided, and the lord's rights to remain as at present until such rent-charge should commence.

---

*Rent-charge to be subject to Increase and Diminution by Valuers.*

And it was further agreed, that such sum by way of rent-charge should be subject to increase or diminution by the valuers to be appointed in the making such apportionments to any proportion not exceeding

---

(*a*) If mines and minerals are to be included it must be expressly agreed upon, p. 60.

(*b*) This will be a variable corn-rent (see s. 36). If the rent-charge shall not exceed 20s., it will not vary according to the price of corn (see s. 36).

per cent., if such valuers should find that the annual value of the lands copyhold of the said manor should exceed or be under the sum of            pounds; but the lord is to bear no part of the expense of the valuation, or of other charge by the valuers under this power given to them.

---

*Amount of Rent-charge to be fixed by Valuers.*

And it was further agreed, that the amount of such annual sum or rent-charge to be paid to the lord [or lords] should be fixed by the valuers hereinafter appointed, or their umpire to be appointed agreeably with the provisions of the said Act, and to be variable according to the price of corn as in the said Act mentioned, and to be apportioned between the tenants of the said manor by the said valuers or umpire.

---

*Net Rent-charge in respect of Fines, &c. may be postponed till next Act, &c.*

Also, that so much of the rent-charge to be apportioned for the lands of any tenant as should be in lieu of fines, or other manorial rights, to which such tenant would not be liable hereafter during his tenancy, should not commence until the period of the next act or event on which a fine or such other manorial rights would have become payable or due, and that the amount of such rent-charge should then be increased accordingly; the amount of increased rent-charge to be fixed by the Copyhold Commissioners.

*[These forms will vary according to the particular circumstances of each case.]*

---

Also at this meeting  
of, &c., and

of, &c., were appointed valuers for the purposes of the said commutation, as directed by the said Act, the votes on such appointment appearing in the paper marked hereunto annexed.

F.

Appoint-  
ment of  
valuers,  
under  
s. 24.

*[To be signed by all the parties present in person or by attorney.]*

*[No appointment of valuers will be valid unless the agreement has been or shall be executed by persons having sufficient interest.]*



*Forms of Procedure.*

**NOTE.**—*It should be remembered that the whole of the minute is only the basis of an agreement, and when such a minute has been made, great care must be taken legally to adjourn the meeting to some future day, when a formal agreement may be executed either fully or provisionally. The first signature to every formal agreement must be affixed at a meeting, and if after framing a minute the parties separate without adjourning, a fresh meeting must be called by notice and advertisement, and all the proceedings gone through de novo.]*

---

**No. 5.—AGREEMENT, FOR COMMUTATION AT RENT-CHARGE, &c.**

---

*[It should be remembered that the first signature to all formal agreements must be affixed at a legal meeting, and care must be taken to keep meetings alive by adjournment till such an agreement as that of which the form follows is ripe for signature. Parties will find that they will save time and expense by sending up the draft of all agreements to be examined and corrected at the Copyhold Commission before it is finally prepared for execution. It should also be remembered, that the agreement, when executed, should be forwarded to the Copyhold Commissioners.]*

*Manor of* }  
*in the County of*

**ARTICLES OF AGREEMENT**, in pursuance of an Act passed in the fourth and fifth years of the reign of her present Majesty Queen Victoria, intituled “An Act for the Commutation of certain Manorial Rights in respect of Land of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure,” made [and executed] at a meeting holden [by adjournment] at, &c., on, &c., for the purpose of, &c. [see Notice] between of, &c., lord [or lords] of the said manor, of the one part, and the several other persons by whom, or by whose attorney or agent, duly authorized in that behalf, these presents are executed, being tenants of the said manor, not less than three-fourths in number and in interest, not being less than three-fourths in value, computed agreeably with the provisions of the said Act, of the other part.

**WITNESS** that at the said meeting it hath been, and

is agreed upon, by and between all the parties to these presents, to effect a commutation of the rents, fines, and heriots, to become due in respect of the lands holden of the said manor, from the 1st day of January next following the final confirmation of apportionment, as by the said Act provided, and also for a commutation of the lord's rights in timber, [and also, by express agreement between the said parties hereto, for commutation of the lord's rights in mines and minerals].

That such commutation shall be effected in consideration of an annual sum, by way of rent-charge, and of a fixed fine of 5s. to be paid on death or alienation in respect of every tenement holden of the said manor.

That such rent-charge shall be the sum of pounds, but to be from time to time, &c. [See *Minutes*, No. 4, E. p. 170.]

[For proviso that the same shall be subject to increase or diminution, see also *Minutes*, No. 4, E. p. 170, and the like where the amount is to be fixed by the Valuers, &c.]

In witness whereof the respective parties hereto have hereunto set their hands and seals, the day and year first above written.

Parties.	Witnesses.
<p>Names, Residence, and Description.</p> <p>Name, &amp;c. of Attorney.</p>	<p>Signed, sealed, and delivered, by the parties whose names are opposite to the names of the respective witnesses, in the presence of</p>

#### No. 6.—STEWARD'S STATEMENT FOR MEETINGS, &c.

Manor of \_\_\_\_\_ }  
in the County of \_\_\_\_\_

A statement of the several tenants of the said manor See sect. 27.  
and of the lands to which they respectively stand admitted for life, or otherwise, or which they hold subject to fines, heriots, or other manorial rights, and of the amount to which the same lands are rated to the relief of the poor, so far as I can distinguish or estimate the same, and of the amounts received by the lord [or lords]

on account of the three last heriots in respect of any such lands, [and of such other information as the Copyhold Commissioners have directed me to furnish, and which I can procure and produce without prejudice to the rights and interests of the lord [or lords] of the said manor.]

*The following information is to be given in columns :*

1. Names of the Tenants.—2. Copyholders, or what Class of Tenant.—3. Abstract of the Description of the Lands in the Court Rolls, and in what Parishes situated.—4. Explanatory Remarks on such Descriptions.—5. Total Assessment to the Poor's-rate of the Lands and others assessed therewith.—6. Estimated Proportion for Copyholds or Amount when separately assessed.—7. Subject to Fines, Heriots, and what other Rights.—8. Amount of Receipts on account of three last Heriots.—9. A Blank Column for the Chairman to bring out the Voting Value.

I declare the above statement to be correct, so far as I can procure the information required, agreeably with the provisions of the statute directing me to prepare the above statement (a).

Dated, &c.

(Signed) A. B., Steward to the said Manor.

*[Tenants should be aware that they will have to pay for this statement if they apply for it (s. 27), and should ascertain whether other tenants have applied. By the same section three tenants must join in the application to the steward, or it may be made by the chairman of any meeting, or by the valuers, p. 74.]*

#### NO. 7.—MINUTE OF A MEETING AT WHICH AN AGREEMENT TO COMMUTE HAS BEEN SIGNED.

*Manor of* }  
*in the County of*

At this meeting the lord [or lords] and tenants present thereat, such tenants being not less in number than three-fourths of the tenants of the said manor, and the interest of the lord [or lords] and of the tenants so present in the manor and lands respectively, not being less than three-fourths of the interest in the value thereof respectively, computing the interest of the tenants as in the said Act is provided, did proceed to make an agree-

1) The Commissioners may fine a steward to the amount five pounds for not furnishing the required information. (st. 27, p. 76.)

ment for the commutation of the rents, fines, and heriots to become due in respect of the lands holden of the said manor, and of the lord's rights in timber, and the said lord [*or lords*], and the said tenants have duly signed and executed the said agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
A. B.  
Chairman.

**NO. 8.—MINUTE OF MEETING AT WHICH A "PROVISIONAL" AGREEMENT TO COMMUTE HAS BEEN SIGNED.**

*Manor of \_\_\_\_\_*  
*in the County of \_\_\_\_\_* }

At this meeting the lord [*or lords*] and tenants present thereat did proceed to make a provisional agreement for the commutation of the rents, fines, and heriots, to become due in respect of the lands holden of the said manor, and of the lord's rights in timber, and have duly signed and executed the said agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
A. B.  
Chairman.

**NO. 9.—AGREEMENT WITH TWO OR MORE TENANTS FOR THE COMMUTATION OF MANORIAL RIGHTS WHEN THE RENT-CHARGE IS NOT APPORTIONED BY THE PARTIES IN THE AGREEMENT, BUT IS LEFT TO BE APPORTIONED BY THE STEWARD.—See s. 52.**

*Manor of \_\_\_\_\_*  
*County of \_\_\_\_\_* }

MEMORANDUM OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, between A. B., of, &c., lord of the said manor, of the first part; C. D., of, &c., a tenant of the said manor, of the second part; E. F., of, &c., another tenant of the said manor, of the third part, &c. [*according to the number of the said tenants.*] WITNESS, that in pursuance of the powers and authorities for that purpose given in and by an act passed in the fourth and fifth years of the reign of her present Majesty, Queen Victoria, intituled, "An Act for the Commutation of Certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of

such Lands, and for the Improvement of such Tenure," the said parties above named, lord and tenants of the said manor, to the number of [or being all the tenants of the said manor] [with the consent of the said commissioners under the said Act, testified by their signature and seal respectively hereupon written and impressed], do hereby contract and agree for the commutation of the rents, fines, and heriots payable to the said lord in respect of the lands described in the schedule hereunder written [*here specify any other rights which may be the subject of the agreement*], in consideration of a rent-charge to be paid in respect of all the said lands described in the schedule hereunder written, and of a fine certain of the sum of five shillings, to be paid in respect of each and every of the said lands respectively, on the death or alienation of the said several tenants parties hereto. And it is hereby agreed that such rent-charge shall be the sum of pounds(a), but shall be variable from time to time according to the price of corn, as in the said Act mentioned and provided. And it is hereby agreed, that such rent-charge shall commence from the day of and be respectively payable to the said A. B. [and other the lord and lords, lady and ladies, of the said manor for the time being] half yearly, on the first day of July, and the first day of January, for ever hereafter, and that the first payment shall be made on the day of next ensuing the date hereof. As witness the hands of the said parties the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

This should contain the following information, in columns:—

1	2	3
Tenants' Names.	Lands to which admitted, and the subject of Commutation.	Date of Admission.

(a) This will be a variable corn-rent. See sect. 36, p. 86 & 87.

**NO. 10. — AGREEMENT WITH TWO OR MORE TENANTS FOR THE COMMUTATION OF MANORIAL RIGHTS, WHERE THE RENT-CHARGE OR OTHER CONSIDERATION FOR THE COMMUTATION IS APPORTIONED BY THE AGREEMENT.—Sec s. 52.**

Manor of  
County of

}

MEMORANDUM OF AGREEMENT made the       day of  
18       between A. B., of, &c. lord of the said  
manor, of the first part; C. D. of, &c. a tenant of the said  
manor, of the second part; E. F. of, &c. another tenant of  
the said manor, of the third part, [*according to the  
number of the tenants*]. WITNESS, that in pursuance of the  
powers and authorities for that purpose, given in and by  
an Act passed in the fourth and fifth years of the reign  
of her present Majesty Queen Victoria, intituled "An  
Act for the Commutation of Certain Manorial Rights  
in respect of Lands of Copyhold and Customary  
Tenure, and in respect of other Lands subject to such  
Rights, and for facilitating the Enfranchisement of  
such Lands, and for the Improvement of such Tenure,"  
the said parties above named lord and tenants of the said  
manor to the number of       [or being all the tenants  
of the said manor] (with the consent of the said commis-  
sioners under the said Act, testified by their signatures  
and seal hereupon written and impressed) do hereby  
contract and agree for the commutation of the rents,  
fines, and heriots payable to the said lord in respect of  
the lands described in the first schedule hereunder  
written, [*here specify any other rights which may be the  
subject of the agreement,*] in consideration of a rent-  
charge as hereinafter is mentioned, [and subject to in-  
crease or decrease as hereinafter mentioned,] to be paid  
in respect of all the said lands described in the first sche-  
dule hereunder written, but to be apportioned as here-  
inafter and therein mentioned, and of a fine certain of  
the sum of five shillings, to be paid in respect of each  
and every of the said lands respectively on the death or  
alienation of the said several tenants parties thereto.  
And it is hereby agreed that such rent-charge shall be  
the sum of       pounds (s), but shall be variable from time  
to time, according to the price of corn, as in the said Act

(a) This will be a variable corn-rent. See sect. 36, p. 87.

mentioned or provided ; and that the same sum of pounds shall be apportioned in respect of the several lands at the several sums mentioned in the said first schedule, and that such apportioned sums in respect of each of such lands shall be deemed the commutation rent-charge, payable in respect thereof as fully to all intents and purposes as if each of such rent-charges or apportioned sums, had been fixed and agreed on between the said [lord] and the tenant standing admitted to the lands in respect of which the same are so respectively apportioned. And it is hereby agreed that such rent-charge and apportionment thereof respectively, shall commence from the            day of            and be respectively payable [to the said A. B. and other the lord and lords, lady and ladies, of the said manor for the time being], half-yearly, on the first day of July and the first day of January, for ever hereafter, and that the first payment shall be respectively made on the            day of            next ensuing the date hereof. And it is hereby agreed that the fees payable to the steward of the said manor from and after the confirmation of these presents, shall not exceed the scale in the said second schedule hereunder written. As witness the hands of the said parties the day and year first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO.**

This should contain the following information in columns :—

1	2	3	4
Tenants' Names.	Lands to which admitted, and the Subject of Commutation.	Date of Admission.	Sum apportioned in respect of each Tenement.

**THE SECOND SCHEDULE ABOVE REFERRED TO.**

*[Scale of Steward's Fees.]*

**NO. 11.—AGREEMENT WITH TWELVE OR MORE TENANTS FOR THE ENFRANCHISEMENT OF CERTAIN LANDS WHERE THE RENT-CHARGE IS NOT APPORTIONED BY THE AGREEMENT, BUT IS LEFT TO BE APPORTIONED BY THE STEWARD.—(See sect. 56.)**

*Manor of* }  
*County of* }

**MEMORANDUM OF AGREEMENT** made the      day of  
18      between A. B. of, &c. lord of the said manor, of the first part; C. D. of, &c. a tenant of the said manor, of the second part; E. F. of, &c. another tenant of the said manor, of the third part, &c. [*according to the number of the said tenants*]. **WITNESS**, that in pursuance of the powers and authorities for that purpose given in and by an Act passed in the fourth and fifth years of the reign of her present Majesty Queen Victoria, intituled "An Act for the Commutation of Certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure," the said parties above named lord and tenants of the said manor to the number of      [*or being all the tenants of the said manor*] do hereby contract and agree for the enfranchisement of the lands described in the schedule hereunder written [*or as the case may be*] in consideration of the said sums respectively stated opposite the said lands in the said schedule to be paid in respect of the said lands described in the schedule hereunder written, to the said A. B., his *executors, administrators*, and assigns (*a*). As witness the hands of the said parties, the day and year first above written.

**THE SCHEDULE ABOVE REFERRED TO.**

This should contain the following information in columns :—

1	2	3	4
Tenants' Names.	Lands to which admitted, and the Subject of Enfranchisement.	Date of Admission.	Sums to be paid for Enfranchisement.

(*a*) It is submitted with great deference that the word *heirs* ought to be here inserted, instead of "executors and administrators." (See Sect. 73, p. 119.)



[By Sect. 56, an Enfranchisement by Twelve or more Tenants may be effected without a formal Agreement, by a Schedule of Apportionment such as is hereunder given.]

nor of  
LE OF APPORTIONMENT of the Payments to be made in pursuance of an Agreement come to for the Enfranchisement of certain Lands held of  
insuant to an Act passed in the fourth and fifth years of the reign of her present Majesty Queen Victoria, intituled "An Act for the Commuta-  
rial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the  
such Lands, and for the Improvement of such Tenure."—(See sect. 56.)

In the County of

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
No.	Names of Tenants.	Residences.	Descriptions.	Description of Tenements.	Parties in which situate.	Quit Rents, Free Rents, &c.	Fines and Rents.	Heriots.	Rights in Timber.	Other Manorial Rights in Agreement.	Total.	Com-pensa-tion.	Costs.	Valuers.	Appor-tion-ments.	Other Costs.	Total Pay-ments.	Date of Payment to Lord.	Date of Payment to Steward.	Signatures of Tenants.	No. of Years or Period for which Pay-ment of Mo-ney to be postponed, instalments to be paid Half-yearly, &c.	Obtained by	
						s. d. d.	s. d. d.	s. d. d.	s. d. d.	s. d. d.	s. d. d.	s. d. d.	s. d. d.	s. d. d.	s. d. d.	s. d. d.	s. d. d.						

We, whose hands and seals are hereunto subscribed and attached, being the commissioners acting in the execution of the powers given under the above Act, do order the several sums above specified to be paid by the respective persons against whose names the same are inserted in the above Schedule of Apportionment. And we do direct that the several sums therein mentioned as payments to the lord shall be paid to as he or they shall from time to time under his or their hand or hands appoint. And we direct that the sums therein mentioned as value's costs shall be paid to the valuers or the survivor, his executors or administrators, or to such person of, &c., or to such other person as or administrators, shall from time to time under their or his hands appoint. And we direct that the sums therein mentioned as costs of apportionment shall be paid to of, &c., or to such other person as we shall from time to time under our hands appoint. And We do hereby confirm the above Schedule of Apportionment.

Given under our hands and seals the  
day of  
A. D. 18  
A. C. }  
B. C. } L. s.  
C. C. }

**NO. 13. — AGREEMENT WITH TWELVE OR MORE TENANTS FOR THE ENFRANCHISEMENT OF CERTAIN LANDS WHERE THE RENT-CHARGE IS INTENDED TO BE APPORTIONED BY THE PARTIES.**

*[Parties who find it convenient to execute an agreement as a foundation for such a schedule of apportionment as is given in No. 12, may if they please use the following form.]*

Manor of  
County of

MEMORANDUM OF AGREEMENT made the      day of  
between A. B., of, &c. lord of the said manor, of  
the first part; C. D., of, &c. a tenant of the said manor,  
of the second part; E. F., of &c. another tenant of the  
said manor, of the third part, &c. *[according to the number of the said tenants]*. WITNESS, that in pursuance of  
the powers and authorities for that purpose given in and  
by an Act passed in the fourth and fifth years of the  
reign of her present Majesty Queen Victoria, intituled  
“An Act for the Commutation of Certain Manorial  
Rights in respect of Lands of Copyhold and Customary  
Tenure, and in respect of other Lands subject to such  
Rights, and for facilitating the Enfranchisement of such  
Lands, and for the Improvement of such Tenure,” the said  
parties above-named lord and tenants of the said manor  
to the number of      *[or being all the tenants of the  
said manor]* do hereby contract and agree for the en-  
franchisement of the lands described in the schedule  
hereunder written, and that they will effect such enfran-  
chisement by a schedule of apportionment to be hereafter  
prepared. As witness the hands of the said parties, the  
day and year first above written.

**THE SCHEDULE ABOVE REFERRED TO.**

This should contain the following information in columns:—

1	2	3
Tenants' Names.	Lands to which admitted, and the Subject of Enfranchisement.	Date of Admission.

o. 14.

# DECLARATION BY STEWARD AS TO VALUE AND INCIDENTS.

*Manor of, &c.* } A SCHEDULE of the several Particulars required by the Copyhold Commissioners, with respect to certain Copyhold or Customary Lands, proposed to be Commuted (or Enfranchised).

	2	3	4	5	6	7	8	9
Names of Tenants.	Copyholders, Customary Tenants, or Freeholders.	Residences.	Descriptions.	Ages.	When more than one Tenant, whether admitted as Joint Tenants, or how otherwise.	Descriptions of Tenants on Court Rolls.	Copyhold, Customary or Freehold.	Parish or Parishes in which situated.

10	11	12	13	14	15	16	17	18	19
If assessed to Poor-rate jointly with other Property, enter Quantity of Property in Assessment (as to Tenements subject to Fines depending on Annual Value.)	Total Assessment. £ s. d.	Annual Value of Quit Rents, or Free Rents. £ s. d.	Whether Tenements held at Fines arbitrary on Death or Alienation, at Fines certain, and what Amount, or how otherwise, and Amount of Relief and when payable.	Whether subject to Heriots, and how.	Amount received for each of the 3 last Heriots, for each Tenement.	Whether subject to Rights in Timber, and what.	Peculiar Customs.	Changes in Tenants during last Years, where Fines payable on Death or Alienation.	Other Remarks.

I declare the above to be a true and correct statement, according to my judgment and belief, of the several matters and things above-mentioned.

Dated, &c.

(Signed)

A. B., Steward of the said Manor.

No. 15.

# DECLARATION BY VALUER AS TO VALUE OF LANDS.

*Manor of, &c.* } A SCHEDULE by the undersigned Valuer, as required by the Copyhold Commissioners, with respect to certain Copyhold or Customary Lands, proposed to be Commuted (*or* Enfranchised).

1	2	3	4	5	6	7	8
No.	Names of Copyholders and Customary Tenants desirous of commuting (or enfranchising).	Description of Tenements to be commuted or enfranchised.	Explanatory Observations as to Descriptions.	Assumed Annual Value of Fines, where Tenements held at Fines certain. £ s. d.	Annual Value of Tenements held at Fines arbitrary. £ s. d.	Total Value. £ s. d.	Remarks.

I declare the above to be, according to the best of my skill and judgment, the true annual value of the above-named copyhold and customary lands, holden of the above manor.

Dated, &c.

(Signed)

A. B., Valuer.

## Forms of Procedure.

### No. 16.—POWER OF ATTORNEY (a).

Manor of }  
County of }

I, A. B. of, &c. lord [*or copyholder, customary tenant, or freeholder, as the case may be*] of the said manor, do hereby appoint C. D. of, &c., to be my lawful attorney, to act for me in all respects as if I myself were present and acting in the execution of an Act passed in the fourth and fifth years of the reign of her present Majesty Queen Victoria, intituled "An Act for the Commutation of Certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure."

Dated this                      day of                      one  
thousand eight hundred and

(Signed)

A. B.

---

(a) See this form, p. 58, and *note* (a), p. 59, where it was suggested the word *first* ought to be inserted, instead of *fourth*. If *both* years are mentioned, it is more correct to put, "passed in the session holden in the fourth and fifth years of the reign, &c." See the *King v. Biers*, (3 Neville and Manning, p. 475).

# **I N D E X.**

---

**ABATEMENT**, no action or proceedings under the Act to abate by death of the parties, 93

**ABROAD,**

Lord, or tenant, or other person interested being, who to be substituted for purpose of commutation or enfranchisement, 56  
When person entitled to benefit of commissioners' decision is, who to defend actions, 94

**ACCOUNTS**, of rent and produce of lands, and of receipts and payments, to be rendered by the owner of rent-charge in possession under writ of possession, 98

**ACTION,**

To extend to England, Wales, and Ireland, 136  
No right to rents, fines, or heriots, or other manorial rights, to be affected till after 1st January next following the confirmation of the apportionment, 99  
Operation of, limited to five years, 53  
Not to affect the custom of gavelkind in the county of Kent, 125  
Not to extend to duchy of Cornwall, 136  
Not to extend to Crown lands or duchy of Lancaster unless expressly provided, 135  
In certain cases not to come into operation till 1st January, 1842, 129, 130, 131  
May be repealed or altered, 136

**ACTIONS,**

Not to abate by deaths of parties, 93  
Where party interested under disability, 94  
Costs of, in discretion of court, 93, 94  
Limitation of, against commissioners, assistant commissioners, justices, valuers, umpires, or surveyors, 133  
Expenses incurred under the Act may be recovered by, in what case, 115

**ADJOURNMENT,**

Of manorial meetings, 66  
Of hearings to determine objections to apportionments, valuations, &c., 80

**ADMISSION TO COPYHOLDS,**

After 31st December, 1841, presentment by the homage not to be essential to the validity of, 131

After 31st December, 1841, may be granted, out of court and out of the manor, at any time or place, 130

To be entered on court rolls, 130

**ADVERTISEMENTS,**

Of agreement for manorial meeting, 60

Of price of corn, 64

Of adjourned meeting, 67

**AGENT,**

May be appointed by lords or tenants, 57

When lord has only a particular estate, he may in certain cases charge the costs of employing an agent on the manor, (subject to the approval of the commissioners or an assistant commissioner,) 117

**AGREEMENT FOR COMMUTATION (MANORIAL),**

Meeting for, 59

To extend to mines, if expressly agreed upon, 60

To be made in consideration of a rent-charge variable according to the price of corn, and a small fixed fine under five shillings, 61

May determine the apportionment for each tenant, 62

Or the apportionment may be fixed by valuers, 62

Not to fix the time for the commencement of a rent-charge to be apportioned on a tenant, not a party to agreement, 62

May fix a scale of fees payable to steward, 62

May provide for costs of proceedings under the Act, 63

To be binding on all persons interested, 63

Commissioners to decide differences as to interest of parties to, 63

To be reduced into writing, and signed by the parties, 61

May be in consideration of a fine on death or alienation, or at a fixed period, 63

Such fine may be subject to increase or decrease, 63

But to be variable according to price of corn, 63

To be in the form commissioners shall direct, 67

Consent of corporations, patrons of livings, &c. necessary, where their interest is affected, 69

As soon as executed to be sent to commissioners, 70

To be confirmed by commissioners, 70

Confirmation to be published in the manor, 70

To be then binding on all persons, 70

Not to be invalidated by reason of any doubt as to sufficiency of interest, 71

Two copies of, to be made and sealed by commissioners, 84

One copy to be deposited with steward of the manor, and the other with clerk of the peace, 84

Section of such copies to be allowed at any time, and extracts from copies made, 84

**AGREEMENT FOR COMMUTATION (MANORIAL)—continued.**

Statements in, to be deemed satisfactory evidence, 84

Commissioners may require notice to be given to any parties, (if they think fit,) before confirming, 85

**AGREEMENT FOR COMMUTATION (PROVISIONAL),**

How to be made, 64

To be executed within six months, 64

**AGREEMENT FOR COMMUTATION (VOLUNTARY), 99**

May include apportionment of rent-charge, and consideration for commutation, 99

May include fees payable to steward, 99

May be in consideration of a corn rent-charge and a fine not exceeding five shillings when above twenty shillings, or of fines on death or alienation, 100

Rent-charge or fines may be subject to increase or diminution, to be stated in agreement or to be fixed by valuers, 100

Where twelve or more, or all the tenants of a manor agree, how effected, 100

Provisions as to apportionment, deposit of copies, &c. to apply as in manorial commutations, except in certain cases, 100

Notice is to be given to persons in remainder, 101

Commutation may (with consent of commissioners) be made by simple conveyance, or by an agreement to be entered or enrolled on the court rolls, 101

A copy thereof to be given to the tenant, 101

**AGREEMENT FOR ENFRANCHISEMENT,**

Lords and tenants (whatever may be their interests) may agree (with consent of the commissioners) to enfranchise all or any of their lands holden of the manor, 103

Consideration for such enfranchisement, 104

When twelve or more, or all the tenants of a manor agree, enfranchisement may be effected by a schedule of apportionment, 104

When compensation agreed to be paid to the steward, the schedule to contain an apportionment of the sum agreed to be paid, 105

When any party is only entitled to a limited estate, notice is to be given to persons in remainder, 106

If dissent expressed by such persons, commissioners may withhold their confirmation, 107

**AMENDMENTS,** may be made in valuation, apportionments, or schedules, when, 81

**ANCIENT TENEMENTS,**

Lords may grant licenses to tenants to alienate, in portions as well as in entireties, 132

How to be held after alienation, 133

**ANNUAL REPORT,**

To be made by commissioners to secretary of state, and laid before parliament, 52



**APPEAL,**

Persons dissatisfied with decisions of commissioners, may appeal by an issue at law, 90

Or by a case stated for opinion of a court of law, 92

Verdict on, to be final, 93

Costs of, in discretion of court deciding appeal, 93, 94

**APPLICATION OF MONEY,**

Persons paying any sum of money pursuant to this Act, not bound to see to, 123

**APPOINTMENTS,**

Lord's right to, not to be affected by any commutation under the Act, unless expressly commuted, 127

Of commissioners, 50

Assistant commissioners, 52

Secretary and other officers under the Act, 52

**APPORTIONMENT (COMMUTATION)—[See SCHEDULE OF AP-  
PORTIONMENT.]**

Valuers to apportion rent-charge, when and how, 77

To be deposited for inspection, 79

Meeting to be appointed for hearing objections to, 79

Commissioners or assistant commissioners to hear and determine objections to, 79

When to be altered or amended, 81

Errors in, to be corrected by commissioners before confirmation of, 83

To be confirmed by commissioners, 84

Commissioners may give notice to any parties before they confirm, 85

Errors in, may (with consent of the parties) be corrected at any time, 85

**APPORTIONMENT (ENFRANCHISEMENT)—[See SCHEDULE  
OF APPORTIONMENT.]**

Of sum agreed to be paid to steward for compensation, 105

**APPORTIONMENT OF RENTS AND FINES,**

Commutation rent and fines may be apportioned at any time, by an entry of apportionment on the court rolls, as in the case of quit rents, 103

**ARBITRATION,**

Disputes as to right to, or amount of, any manorial right, may be to, 67

Disputes as to boundaries of manors, 68

Disputes as to any difference relating to commutation agreement or to enfranchisement, 68

Where person interested has a partial interest only, 68

**ARBITRATORS,**

Verdict of, to be final, 68

of, in case of disputed boundaries, 68

P,

Consent of, necessary to commute or enfranchise land, 69

**ARREARS OF RENT-CHARGE,**

Power of distress after twenty-one days, 96

Not more than two years, to be recovered by distress, 97.

After forty days, and not sufficient distress on the premises, writ to be issued to sheriff, to assess arrears, 97

**ARREARS OF INTEREST,**

If interest on the sum charged on lands for enfranchisement be thirty days in arrear when payment of consideration money has been deferred, party entitled thereto may distrain on lands enfranchised, 112

**ASSISTANT COMMISSIONERS,**

Appointment of, 52

Number of, 53

Salaries and allowances of, 54

Declaration to be made by, 55

What powers may be delegated to, by commissioners, 56

Proceedings before, not to be removed by *certiorari*, or quashed for want of form, 134

Limitations of actions against, 133

**ASSURANCE,**

If all the tenants of a manor do not join, or if their number is less than twelve, or in any case if parties think fit, enfranchisement to be effected with consent of commissioners, by common assurance, 107

**ATTORNEY, POWER OF,**

Form of, 58

Any person interested in commutation may appoint attorney to act for him, 57

Copies of, to be attested by two witnesses, and to be delivered to chairman of meeting, and be appended to every agreement, and sent with it to commissioners when requested, 58

May be revoked at any time, 58

**BANK OF ENGLAND,**

Consideration for enfranchisement to be paid into, in certain cases, 120, 121, 122

**BISHOP,**

When interests of, are affected, consent of, necessary for enfranchisement or commutation, 69

**BOOKS,**

Deeds, &c., production of, 95

**BOROUGH ENGLISH,**

Custom of, to cease after commutation, 124  
after enfranchisement, 126

**BOUNDARIES,**

Any action or suit concerning the boundary of any manor may be referred to arbitration, 67

**CASES CITED,***Morris v. Duke of Norfolk*, [note] 71, 91*Horneastle v. Charlesworth*, [note] 128**CERTIORARI,**

Proceedings before commissioners or assistant commissioners under the Act or touching any offender against the Act not to be removed by, 134

**CHAIRMEN OF MEETINGS,**

How chosen, 64

To ascertain interest of parties present at meetings, 64

To ascertain interest of tenants liable to fines, arbitrary, 65  
to heriots in kind, 66

To send manorial agreement when executed to commissioners, 70

**CHANCERY, COURT OF,**

Petition to, necessary in case of a commutation or enfranchisement of a charity estate of more than 50*l.* per annum in value, 57

May decree a partition of lands of copyhold or customary tenure, 128

**CHARITIES,**

Trustees of, of property exceeding 50*l.* per annum in value, not to sign any agreement or power of attorney without an order of the Court of Chancery, 57

**CHASE**, lords' privileges of, not to be affected by any commutation under the Act, unless expressly commuted, 127

**COMMISSIONERS (COPYHOLD),**

Appointment of, 50

Style of, 51

To have a common seal, 51

Number of, not to exceed three, 51

Two to constitute a board, 51

To report to secretary of state, 52

To appoint and remove assistant commissioners, secretary, clerks, &c., 52

Not to sit in the House of Commons, 53

Salaries and allowances of, 54

To be paid out of the consolidated fund, 54

How long to remain in office, 53

To make declaration before they act, 55

May delegate their powers to assistant commissioners except in certain cases, 56

To frame and circulate forms of agreements, &amp;c., 67

To frame notices, 81

To direct form of manorial agreement, 67

To decide differences as to the sufficiency of interest of the parties to an agreement, 63

To make special rules as to computation of the interest of tenants liable to fines certain, heriots and other rights, if requested, 66

COMMISSIONERS (COPYHOLD)—*continued.*

To consider whether the interests of ecclesiastical or other corporations are affected by an agreement for commutation or enfranchisement, 69

May direct rent-charge to be paid by particular tenant to commence at a future period, and be then subject to increase in certain cases, 71

To confirm commutation agreements, 70

To publish confirmation of such agreements in the manor, 70

To decide as to regularity of appointment of valuers, 72

To name an umpire when valuers are equal, 73

To hear and determine disputes, 89

Decisions of, may be appealed from, 90

Proceedings before, not to abate by deaths of parties, 93

May summon and examine witnesses on oath, 94

May call for production of papers, &c., 94

May order expenses of witnesses, &c. to be paid by parties interested, 95

To determine disputes as to expenses of valuation, apportionments and schedules, 82

May at any time correct errors with consent of the parties, 85

May appoint valuers if the parties do not appoint them for six months after confirmation of agreement, or in case of vacancy, 88

To deposit with the lord or steward of manors copies of valuations, apportionments, and schedules, and to give notice that the same are deposited for inspection, 79

To fix time and place for hearing objections to valuation or amount of costs of valuers, or to schedule, 79

Or assistant commissioners to hear and determine such objections, 79

May direct further inquiries to be made, 80

May amend or alter schedules, apportionments or valuations, when, 81

How to make schedule of apportionment, 82

To cause a copy of such schedule to be deposited with the steward or lord of the manor for inspection, 83

To correct errors in apportionment, 83

To confirm apportionment under their hands and seals, 84

To cause to be made two copies of all confirmed agreements or apportionments, sealed with their seal, 84

One such copy to be deposited with steward of manor, and other with clerk of the peace of the county, 84

To direct such deposit to be advertised, 84

May give notice to any parties interested before confirming any agreement, valuation, assessment, schedule, or apportionment, 85

May hear and determine any objections made on such notice, 85

Proceedings before, not to be quashed for want of form, or removed by *certiorari*, 134

To decide all questions concerning application of enfranchisement consideration money, 122

**COMMISSIONERS (COPYHOLD)**—*continued*.

- To make inquiries before consenting to or confirming enfranchisement, 106
- Not to confirm enfranchisement where dissent in writing has been expressed, without further inquiry, 107
- To determine disputes as to costs and expenses of trustees, 116
- To direct proportion in which lords and tenants are to pay expenses of commutation or enfranchisement under the Act, 114
- In case of dispute as to such expenses, commissioners to certify under their hands and seal, amount to be paid by and to each person, 114
- To approve of costs of agents to be charged on manor by the lord, 117
- If requested by three or more tenants, to inquire into the title of the lord to the manor, 107
- If not satisfied of title, agreement to be void, 108
- Where payments for enfranchisements are deferred, commissioners may direct that part of the consideration money may be paid to or charged for the benefit of lord of a manor having a limited estate, 113

**COMMISSIONERS (TITHE)**, to be the commissioners to carry this Act into effect, 50**COMMON,**

- Right of, to remain notwithstanding enfranchisement, 126
- Lord not empowered by Act to enclose, 127
- Lords not to grant, without the consent of the homage of the manor, 131

**COMMUTATION,**

- Rents and other manorial rights not to be affected by, if due before apportionment, 99
- Of manorial rights, to be in consideration of a corn rent-charge and a fine not above five shillings, or a fine on death or alienation, also variable according to the price of corn, 85
- Where in consideration of a fine under twenty shillings, to be mentioned in apportionment, 87
- May be made independently of this Act, 127
- Not to affect any rights of lords to escheats, fairs, markets, appointments, franchises, royalties, rights, liberties, and privileges of chase and free warren, hunting, hawking, fowling, and of chasing and killing game and beasts of chase and free warren, and all ancient piscaries, fisheries, and rights of fishing, or any rights in any mines and minerals, or quarries, or any other manorial rights whatever, unless expressly commuted under this Act, 126
- If parties think fit, commutation may, with the consent of the commissioners, be effected by simple deed or assurance, or by an agreement to be enrolled and entered on the court rolls, 101

**COMMUTATION (MANORIAL),**

- Meeting for, 59

**COMMUTATION (MANORIAL)—continued.**

- Agreement for, to extend to mines if expressly agreed upon, 60
- Agreement to be made in consideration of a rent-charge variable according to the price of corn, and a small fixed fine under five shillings, upon death or alienation, 61
- Agreement may determine the apportionment for each tenant, 62
- Or the apportionment may be fixed by valuers, 62
- Agreement for, not to fix the commencement of the rent-charge to be apportioned on a tenant, nor a party to the agreement, 62
- Agreement may fix a scale of fees payable to steward, 62
- Agreement for, may provide for costs of proceedings under the Act, 63
- Agreement for, to bind all persons interested, 63
- Commissioners to decide all differences as to interest of parties to, 63
- Agreement to be reduced into writing and signed by the parties, 61
- Agreement may be in consideration of a fine on death or alienation, or at a fixed period, 63
  - Such fine to be fixed by agreement or be subject to increase or decrease, 63
    - But to be variable according to the price of corn, 63
- Agreement to be in the form the commissioners shall direct, 67
- Consent of corporations, patrons of livings, &c. necessary, where their interest is affected, 69
- Agreement when executed to be sent to commissioners, 70
  - To be confirmed by commissioners, 70
  - Confirmation to be published in the manor, 70
- Agreement to be then binding on all persons, 70
  - Not to be invalidated by reason of any doubt as to sufficiency of interest, 71
- Two copies of agreement to be made and sealed by commissioners, 84
- One copy to be deposited with steward of manor and the other with clerk of the peace, 84
- Inspection of such copies to be allowed at any time, and extracts or copies made, 84
- Statements in such agreements to be deemed satisfactory evidence, 84
- Commissioners may require notice to be given to any parties (if they think fit) before confirming agreement, 85

**COMMUTATION (SUPPLEMENTAL),**

- May be made of all or any of the lord's rights not previously commuted in consideration of a corn rent-charge, or fine on death or alienation, whether original commutation was in the one mode or the other, 102
- Additional payment may be added to original consideration, or be made separately, 102

**COMMUTATION (SUBSTITUTED),**

- Commutation made in consideration of fines on death or alienation, may be altered into commutation for a corn rent-charge and fine limited, at any time, 102

**COMMUTATION (VOLUNTARY),**

Any lord or tenant (whatever may be their respective interests) may, with the consent of the commissioners, agree for commutation of all or any of lord's rights affecting lands, included in such agreement, 99

Agreement for, may include apportionment of rent-charge or other consideration for commutation, 99

May include fees payable to steward, 99

May be in consideration of a corn rent-charge and a fine not exceeding five shillings when the rent-charge is above twenty shillings, or of fines on death or alienation, 100

Rent-charge or fines may be subject to increase or diminution, to be stated in agreement, or to be fixed by valuers, 100

Where twelve or more, or all the tenants of a manor agree, how effected, 100

Provisions as to apportionment, deposit of copies, &c. to apply as in manorial commutations, except in certain cases, 100

Notice is to be given to persons in remainder, 101

Commutation may (with consent of commissioners) be made by simple conveyance, or by an agreement to be entered or enrolled on the court rolls, 101

A copy of such agreement to be given to the tenant, 101

**COMMUTATION APPORTIONMENT.—[See also SCHEDULE OF APPORTIONMENT.]**

Valuers to apportion rent-charge, when and how, 77

To be deposited for inspection, 79

Meeting to be appointed for hearing objections to, 79

Commissioners or assistant commissioners to hear and determine objections to, 79

When to be altered or amended, 81

Errors in, may (with consent of the parties) be corrected at any time, 85

Errors in, to be corrected by commissioners before confirmation of, 83

To be confirmed by commissioners, 84

Commissioners may require notice to be given to any parties before they confirm, 85

**COMPENSATION,**

To stewards in cases of enfranchisement, 105

**CONFIRMATION,**

Commutation apportionment to be confirmed by commissioners, 84

Manorial agreement to be confirmed by commissioners, 70

Confirmation to be published in the manor, 70

Commissioners to withhold their confirmation of enfranchisement in certain cases, 107

**CONSENT,**

Of ecclesiastical and other corporations necessary, where their interests are affected, 69

To be annexed to agreements for commutation or enfranchisement, 70

**CONSENT—continued.**

- Of the homage necessary in grants of common or waste lands, 131
- Of commissioners to enfranchisement deed, or conveyance, requisite, 107
- Of commissioners to commutation—[See **COMMISSIONERS, COMMUTATION, &c.**], 99

**CONVEYANCE,**

- If all the tenants of a manor do not join, or if their number is less than twelve, or in any case if the parties think fit, enfranchisement to be effected with consent of commissioners by simple conveyance, 107

**COPIES,**

- Of all confirmed agreements or apportionments to be made and sealed with commissioners' seal, 84
- To be deposited with steward of the manor and clerk of the peace, 84
- Of powers of attorney, how to be made, 58

**COPYHOLDS.—[See **COMMUTATION, ENFRANCHISEMENT, LANDS, LORDS OF MANORS, TENANTS, &c.**]****COPYHOLDERS,**

- Where under disability, who substituted for, 56
- May call meeting for manorial commutation, 59
- May enter into manorial agreement, if not less than three-fourths in number, and three-fourths in value, 60
- To bear their own expenses of attendance at meetings, 60
- Interest of, how to be computed for purpose of voting, 64
  - for electing chairman, 64
- May refer differences as to boundaries, &c. to arbitration, 67
- Are to give information to stewards or lords, 75
  - Penalty for not so doing, 76
- To send notices to landlords or owners, 89
  - Penalty for not so doing, 90
- Paying rent-charge or expenses chargeable on the land, to be allowed the same in account with their landlord, 96
- May effect, at any time, supplemental or substituted commutation, 102
- Customary courts may be held although no tenant be present, 129
- Copyholds may be granted to, out of the manor and out of court, 129
- May be admitted out of court and out of the manor, 130
- May be admitted without presentment by the homage, 131
- May alienate their ancient tenements in portions, when, 132
- How to agree for voluntary enfranchisement, 103, 104
- Where less than twelve, or less than all the tenants of a manor agree to enfranchise, how enfranchisement made, 107
- If lands are distrained on for costs and expenses of trustees, may deduct amount of payment, from rent, 116
- Having limited interests may charge costs on their lands, 116
  - How such charge to be effected, 116



**COPYHOLDERS—continued.**

May mortgage their lands for a term, to secure enfranchisement consideration and costs in certain cases, 118

**CORN,**

Commutation rent-charge to be variable according to the price of, 87

Amount of fine payable on death or alienation, (if it exceeds twenty shillings,) to be variable according to price of, 87

Price of, how ascertained, 86

**CORNWALL, DUCHY OF, Act not to extend to, 136****CORPORATIONS,**

Consent of, requisite when their interests are affected, 69

**COSTS,**

Of actions or case, on appeal from decision of commissioners, 93, 94

Of proceedings under the Act, may be apportioned by valuers, if so instructed by commissioners, 78

Of valuations, apportionments, and schedules, how and by whom to be paid, 81

Disputes as to, to be settled by commissioners, 82

Of application to justices for warrant to levy distress, 114

Evidence of amount of such costs, 115

May be charged on lands by tenant having a limited interest (with consent of commissioners), 116

To bear interest at four pounds per cent., 116

To be paid off in twenty years, 116

May be charged by simple entry on court rolls, 116

**COURT OF CHANCERY,**

Petition to, necessary in case of a commutation or enfranchisement of a charity estate of more than fifty pounds per annum in value, 57

May decree a partition of lands of copyhold or customary tenure, 128

**COURT OF EXCHEQUER,**

Enfranchisement money to be paid into the bank, in the name of accountant-general of, in certain cases, 120

When above two hundred pounds, 120

How and to whom to be paid out, 121

When under two hundred pounds and above twenty pounds, 121

When under twenty pounds, 122

Where party interested is under disability, 122

Dispute, concerning to be decided by commissioners, 122

**COURT ROLLS,**

Apportionment of commutation fines or rents to be entered on, 103

Agreement for voluntary commutation to be entered on, 101

**COURT ROLLS—continued.**

- Admissions, surrenders, deeds of surrender, wills and codicils to be entered on, 130
- Land to be held by copy of court roll after commutation, 124
- Costs may be charged on land by simple entry on, in certain cases, 116
- Production of, 95

**CROWN MANORS AND LANDS,**

- Act not to apply to, except in cases expressly provided for, 136
- Cases in which provisions of this Act do extend to, 135

**CURTESY OF ENGLAND,**

- In what cases custom as to, to cease after commutation, 125
- How and when to cease after enfranchisement, 126
- Law relating to, in freeholds, to be applied to copyholds, 125
- Except in certain cases, 125

**CUSTOMARY DESCENT,**

- To cease after final commutation, except in some cases, 124
- How and when to cease after enfranchisement, 126

**CUSTOMARY COURT,**

- After 31st December, 1841, may be held, although no copyholder be present, 129
- But no proclamation at a court so holden is to affect any person not present, unless he is served with notice of such proclamation within one month, 129
- Lord, or steward, or deputy steward, may grant lands to be held by copy of court roll without holding, 129
- Admissions to copyholds may be granted without holding, 130
- Presentment by the homage at, not necessary for admission to copyholds, 131
- Lord not to grant any common or waste lands, without holding, 131
- How to be summoned and holden in such cases, 131

**CUSTOMARY TENURE,**

- To cease after enfranchisement, 126
- Certain customs of, to cease after commutation, 124, 125
- Exception as to custom of gavelkind in the county of Kent, 125

**DEATHS OF PARTIES,**

- Proceedings not to abate in consequence of, 93
- Notwithstanding, actions to be brought and carried on in their names, 93

**DECLARATION,**

- To be made by the commissioners and assistant commissioners before acting, 55
- To be made by valuers, 73
- umpires, 73
- False, to be deemed perjury, 133

**DEED,**

If all the tenants of a manor do not join, or if their number is less than twelve, or in any case, if the parties think fit, enfranchisement to be effected (with consent of commissioners) by simple deed, 107

Papers, &c. production of, 95

Expenses of such production, 95

**DESCENT, CUSTOMARY,**

To cease after commutation, 124

To cease after enfranchisement, 126

Exception as to custom of gavelkind in the county of Kent, 125

**DIFFERENCES—See DISPUTES.****DIMINUTION,**

Rent-charge may be agreed to be subject to, in certain cases, 61

Amount of, to be determined by valuers, 77

stated in schedule of apportionment, 88

Consideration for voluntary commutation may be subject to, 61, 63, 100

**DISABILITIES,**

Where lord or tenant under, guardian, trustees, committee of estate, or husband, respectively, as the case may require, or in default thereof, such person as the commissioners may appoint to be substituted, 56

Who to defend actions, when persons entitled to benefit of the commissioners' decision are under, 94

Enfranchisement money how to be paid when lord or other party entitled thereto under, 119

When such sum is less than 200*l.* and above 20*l.*, 121

When under 20*l.*, 122

Enfranchisement, how to be effected when person in remainder or reversion after a limited estate, is under, 106

**DISCHARGE,**

Receipt of persons to whom money paid pursuant to this Act, to be sufficient, 123

**DISPUTES,**

As to right to, or amount of, any manorial right, may be referred to arbitration, 67

As to boundaries of manors, or relating to commutation or enfranchisement, may be referred to arbitration, 67

Commissioners may hear and determine, as to right to or amount of fines, or other manorial payments or incidents, except mines, 89

As to costs of commutation, to be settled by the commissioners, 82

As to trusteeship and recovery of costs to be decided by the commissioners or assistant commissioner, 116

**DISSENT,**

Of a person in remainder to a voluntary commutation, 101

Of a person in remainder to an enfranchisement, 106

**DISTRESS, POWER OF,**

- When rent-charge is in arrear twenty-one days, 96
- Not more than two years' arrear of rent charge to be recovered by, 97
- Certain expenses incurred under the Act to be recovered by distress on the goods of person liable to pay the same, 114
- On the land, to recover the interest on enfranchisement consideration when not paid, 118

**DOCUMENTS,**

- Production of, 95
- Expenses of such production, 95

**DOWER,**

- In what cases customs as to, to cease, after commutation, 125
- As exists in freehold land to apply to copyholds after commutation, 125

**DUCHY OF CORNWALL, not to be affected by the Act, 136**

**DUCHY OF LANCASTER,**

- Not to be affected by the Act, except in cases expressly provided for, 136
- Cases in which the provisions of this Act do extend to, 135

**ECCLESIASTICAL OWNERS, consent of, requisite when their interests are affected, 69**

**ENFRANCHISEMENT,**

- Meaning of word, 137
- May be made independently of the Act, 127
- Form of a deed of, [APPENDIX, No. I.] p. 129
- Lord and tenants (whatever may be their interests) may agree (with consent of the commissioners) to enfranchise all or any of their lands holden of the manor, 103
- Consideration for such enfranchisement, 104
- When twelve or more, or all the tenants of a manor agree, enfranchisement may be effected by a schedule of apportionment, 104
- How and by whom such schedule to be made, 104
- After, lands to become of freehold tenure, 126
- After, mortgages affecting lands to be mortgages of the freehold, 126
- Such mortgages to be subject to enfranchisement consideration (if due), 126
- Certain interests not to be affected by, 126
- Compensation to steward in cases of, 105
- Where estate of any party to, is less than an estate in fee, notice in writing is to be given to persons in remainder, 105
- How such notice to be given when person in remainder is under disability or abroad, 106
- On dissent in writing being expressed to, commissioners to withhold their confirmation of, till satisfied that agreement is not fairly open to objection, 107

**ENFRANCHISEMENT—continued.**

- After, lands to be held under same title as before, 113
- After, lands not to be subject to estates, claims, or demands affecting the manor of which they were holden, 113
- After, lands to be charged with enfranchisement consideration and interest thereon, till payment thereof, as *mortgage in fee*, 117
- Commissioners to inquire into the title of lords of manors in certain cases before enfranchisement, 107

**ENFRANCHISEMENT CONSIDERATION,**

- When and how payable, 104
- May be deferred in certain cases until the next event at which a fine would be payable, 109
- To be then payable with such addition as commissioners may think fit, 110
- When payable, lord to be entitled to rents and profits of the land, and may proceed to obtain possession, except in certain cases, 110
- Remedies for recovery of, 110
- May (in certain cases) be charged on lands affected by enfranchisement for fourteen years, or if by a tenant for life, for his life and one year longer, 111
  - Number of years or period to be inserted in schedule, and no proceedings to be taken during such period to enforce payment, 111
  - £4 per cent. per annum to be paid on such deferred consideration money, 111
- When payment of, deferred, and lord of manor shall be tenant for life only, how and when, and in what proportions to be paid, 112
- Immediately after enfranchisement, lands to be charged with consideration money and interest from day mentioned in apportionment, as *mortgage in fee*, 117
- Power of distress to recover interest on, 118
- To be a first charge on the lands, 118
  - Except as to tithe rent charge, 118
- Tenant may mortgage lands for a term of years for the purpose of raising, 118
  - Such mortgage to have same priority as original charge, 119
- To be paid to the lord, his heirs, and assigns, where he is entitled absolutely, or as trustee, and can give a full discharge, 119
- When lord has a limited estate, or is under disability, how to be paid if above 200*l.*, 119
- When less than 200*l.*, and above 20*l.*, how to be paid, 121
- When under 20*l.*, how to be paid, 122
- Commissioners to decide all questions concerning application or investment of, 122
- When paid to a lord, not entitled by provisions of the Act to

**ENFRANCHISEMENT CONSIDERATION—continued.**

receive the same, to remain a charge on the land for person entitled, 122

Receipts for, from persons to whom money is to be paid pursuant to this Act to be sufficient discharges, 123

Land to be subject to, after enfranchisement, 126

**ENGLAND**, Act to extend to, 136

**ENTRY**, may be made upon the lands by the owner of the rent-charge in default of payment, 96

**ERRORS** in agreement, valuation, assessment, schedule, or apportionment, may at any time be corrected by the commissioners, with consent of parties, 85

**ESCHEATS**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**EVIDENCE,**

False, to be deem perjury, 133

Withholding or destroying, a *misdemeanour*, 133

What to be evidence of amount of expenses and costs, and of the non-recovery thereof in an action at law for expenses incurred under the Act, 115

**EXPENSES,**

Of lords and tenants at manorial meetings, how paid, 60

Of commissioners, assistant commissioners, &c., to be paid out of consolidated fund, 54

Of commutation, may be provided for by agreement subject to approbation of commissioners, 63

Of steward for ascertaining ages of tenants, how to be paid, 75

Of witnesses, how to be paid, 95

Of production of books, papers, &c., how paid, 95

Of all proceedings under the Act (except of commissioners and assistant commissioners), how to be paid, 95

Tenant or occupier paying expenses chargeable on the land, may deduct the same in account with his landlord, 96

Of trustees, how to be recovered, 115

Disputes as to, to be determined by the commissioners or assistant commissioner, 116

Of valuations, schedules, and other proceedings for any commutation or enfranchisement under the Act, how to be paid, 113

In case of dispute concerning, commissioners to certify amount to be paid by and to each person, 114

Two justices may, by warrant under their hands and seals, cause such expenses to be levied by distress and sale of the goods of the person liable to pay the same, 114

If amount to 40*s.* and not levied within two months, persons entitled may recover the same with costs in an action of debt, 115

Tenants having limited interests may charge expenses incurred under the Act, on their lands, 116

**EXPENSES—continued.**

Lord of a manor having a particular interest, or being a trustee, may charge expenses of commutation on the manor, 116

One twentieth part of such expenses to be paid off annually, 117

Such expenses to be subject to previous mortgages, 117

Approval of the commissioners, or an assistant commissioner, required in certain cases, 117

Of investigating the title of the lord to a manor, how to be paid, 108

Where lord has only a limited estate, or is a trustee, how to be paid, 108

**FAIRS**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**FEME COVERT**, when any party interested in any commutation or enfranchisement is a, who to be substituted for, 56

**FINES (ARBITRARY)**, how valued for purpose of voting at meetings, 65

**FINE (CERTAIN)**, how valued for purpose of voting at meetings, 65

**FINE (COMMUTATION)**,

On death or alienation, or at a fixed period, may be consideration for commutation, 63

Payable on death or alienation, as commutation consideration, if it exceeds twenty shillings to be variable according to price of corn, 87

If under twenty shillings, amount of, to be mentioned in apportionment, 87

To be recoverable as other fines, 88

Additional remedies as to recovery of, 101

May be altered at any time into corn rent-charge, 102

May be subject to increase or diminution, 63, 100

Apportionment of, may be made at any time by entry on the court rolls, 103

**FISHING**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**FORMS,**

To be framed and circulated by the commissioners, 67

Of power of attorney, 58

Of declaration, 55

Of a deed of enfranchisement, [APPENDIX, No. I.] p. 139

**FORMS OF PROCEDURE** (*issued by the commissioners*)—[APPENDIX] p. 163

Instructions how to proceed, 163

Notice and advertisement of meeting by lords, 166

Notice and advertisement of meeting by tenants, 167

Declaration that notice has been duly affixed to church door, &c., 167

Minutes of proceedings at the meeting, 168

**FORMS OF PROCEDURE—continued.**

- commencement of meeting and appointment of chairman, 168
- adjournment of, 169
- notice of adjournment, 169
- proceedings at adjourned meetings, 169
- Minute as the basis of an agreement for commutation, 170
  - at a rent-charge and nominal fines, 170
  - entire rent-charge to be apportioned, 170
  - rent-charge to be subject to increase and diminution by valuers, 170
  - amount of rent-charge to be fixed by valuers, 171
  - net rent-charge in respect of fines, &c., may be postponed till next Act, &c., 171
- Appointment of valuers, 171
- Agreement for commutation at rent-charge, &c., 172
- Steward's statement for meetings, &c., 173
- Minute of a meeting at which an agreement to commute has been signed, 174
- Minute of meeting at which a provisional agreement to commute has been signed, 175
- Agreement with two or more tenants for the commutation of manorial rights, when the rent-charge is not apportioned by the parties in the agreement, but is left to be apportioned by the steward, 175
  - Schedule, 176
- Agreement with two or more tenants for the commutation of manorial rights where the rent-charge or other consideration for the commutation is apportioned by the agreement, 177
  - 1st Schedule, 177
  - 2nd Schedule, 177
- Agreement with 12 or more tenants for the enfranchisement of certain lands where the rent-charge is not apportioned by the agreement, but is left to be apportioned by the steward, 179
  - Schedule, 179
- Schedule of apportionment for an enfranchisement, by twelve or more tenants, 180
- Agreement with twelve or more tenants for the enfranchisement of certain lands where the rent-charge is intended to be apportioned by the parties, 181
  - Schedule, 181
- Declaration by steward as to value and incidents, 182
- Declaration by valuer as to value of lands, 183
- Power of attorney, 184
- FOWLING**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127
- FRANCHISES**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127
- FRAUD**, confirmation of agreement obtained by, 70, n.



**FREEBENCH, CUSTOMARY,**

To cease after final commutation, except in certain cases, 125  
When and how to cease after enfranchisement, 126

**FREEHOLD,**

Copyhold lands to become, after enfranchisement, 126  
Laws relating to descent, dower, and curtesy of England in, to be applied to copyhold lands after commutation, except in certain cases, 125

**FREE WARREN**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**GAME**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**GAVELKIND,**

Custom of, to cease after commutation, 124  
In the county of Kent, not to be affected by the Act, 125

**HAWKING**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**HERIOTS,**

Meaning of word, 138  
In kind, how valued for the purpose of voting at meetings, 66  
Rules as to value of, may be made by the commissioners, 66

**HOMAGE,**

Presentment by, after 31st December, 1841, not to be essential to the validity of an admission to copyholds, 131  
Surrenders, deed of surrender, wills and codicils, grants and admissions, at courts at which the homage is not assembled, to be entered on the court rolls, 130  
Lord not to grant common or waste lands in any case without consent of, 131

**HOUSE OF COMMONS**, no commissioner or assistant commissioner to sit in, 53

**HUNTING**, right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**IDIOT**, when party interested in any commutation or enfranchisement is an idiot, who to be substituted for, 56

**INCREASE,**

Rent-charge may be agreed to be subject to, in certain events, 61  
Commissioners may direct that rent-charge shall be subject to, in certain cases, 71  
Amount of, to be determined by valuers, 77  
Where rent-charge subject to, schedule of apportionment to set forth in what event and amount of increase, 88  
Consideration for voluntary commutation may be subject to, 61, 63, 100

**INFANTS**, when party interested in any commutation or enfranchisement is an infant, who to be substituted for, 56

**INTEREST,**

On enfranchisement consideration may be recovered by distress, 118

On money advanced on mortgage to pay enfranchisement consideration, 119

**INTERESTED PERSON**, when abroad or under disability, who to be substituted for, 56

**INTERPRETATION OF WORDS,**

Manor, 136

Lord, 137

Steward, 137

Tenant, 137

Land, 137

Enfranchisement, 138

Heriots, 138

Rents, 138

Person, 138

Singular to include plural, and *vice versa*, 138

Masculine gender to include female as well as male, 138

**IRELAND**, Act to extend to, 136

**ISSUE AT LAW,**

Parties dissatisfied with decision of the commissioners may appeal by issue at law, 90

Proceedings in such issue, 90

Production of documents in, 91

**JUDGE,**

May extend time for trial at law, or direct trial to be in a different county, 91

May order writ to be issued to sheriff to assess arrears, 97

May order owner of rent-charge in possession of the lands under a writ of possession to account for rents and produce, 98

May order writ of supersedeas to issue, 98

**JUSTICES OF THE PEACE,**

Two may administer declaration to commissioner or assistant commissioner, 55

One may administer declaration to a valuer or umpire, 74

Limitation of actions against, 133

May, by warrant, under their hands and seals, cause expenses incurred under this Act to be levied by distress on the lands of the person liable to pay the same, 114

Warrant of, to be evidence of the non-recovery of such expenses, 115

Certificate of, to be evidence of amount of the costs of the application, 115

**LANDS,**

Meaning of word, 137

What to be exempted from provisions of the Act, 96

Crown, 135, 136.

May be distrained upon for arrears of rent-charge, 97

May be distrained upon for expenses charged on, 96, n.

To be discharged from lord's rents, heriots, and fines, and right of timber on 1st of January, after confirmation of apportionment, 85

To be subject to corn rent-charge in lieu thereof, 86

To be charged with payment of enfranchisement consideration money wrongfully paid to a lord, not entitled by the provisions of the Act, 122

Courts of equity may decree partition of copyhold, 128

After commutation, to be held by copy of court roll, and be conveyed by surrender and admittance, 124

Customary descent and customary dower or freebench and curtesy of England to cease after final commutation, except in certain cases, 124

To become freehold after enfranchisement, 126

Mortgages affecting, to become mortgages of the freehold, but subject to enfranchisement consideration, if not paid, 126

Certain interests not to be affected, 126

Enfranchised, to be held under same title as before enfranchisement, 113

Not to be subject to any estates or incumbrances affecting the manor, of which they were holden, 113

After enfranchisement, to be charged with consideration money and interest, as mortgage in fee, 117

Power to distrain on, for interest on consideration money for enfranchising, 118

Enfranchisement consideration money to be a first charge on the land, 118

May be mortgaged for a term to secure enfranchisement consideration and costs, 118

**LIBERTIES,**

Right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**LIMITATION OF ACTIONS,**

Against commissioners, assistant commissioners, valuers, umpires, surveyors, and justices, 133

No right or claim, barred by any statute of limitation, to be revived by this Act, 127

**LIMITED INTEREST,**

Tenants having limited interests, may charge costs and expenses incurred under the Act on their lands, 116

How such charge to be effected, 116

**LORDS OF MANORS,**

- Meaning of word, 137
- Where under disabilities, who substituted for, 56
- May call meeting for manorial commutation agreement, 59
- May enter into manorial agreement, if possessed of three-fourths of interest in value, 60
- Vote of, for purpose of electing a chairman at meetings, 64
- To send information to commissioners when there is no steward of the manor, 75
- To pay their own expenses at manorial meetings, 60
- To deliver copies of apportionments, schedules, &c. and notices of objections to commissioners, 80
- Remedies for, to recover commutation fines, 101
- May effect supplemental or substituted commutation, 102
- May hold customary court, although no copyholder be present, 129
- May grant lands out of court and out of the manor, 129
- May grant admissions out of court and out of the manor, 130
- May grant licenses to tenants to alienate ancient tenements in portions, 132
- Rights of, what not to be affected by commutation, unless expressly commuted, 127
- Consideration for enfranchisement paid to a lord not entitled under the provisions of Act to remain a charge on the land, 122
  - Remedies against, wrongfully receiving such consideration money, 123
- When lord has only a particular estate he may charge expenses of commutation on manor, subject to certain conditions, 116
- If lord refuse to give information to commissioners as to his title, agreement for enfranchisement to be void, 108
- When entitled for a limited estate only, and payment of enfranchisement money is deferred, how such money is to be applied, 112

**LUNATIC,**

- When lord or copyholder is a lunatic, who to be substituted, 56

**MAJESTY (HER),**

- Acts not to apply to manors and lands of, except in cases expressly provided for, 136
- Cases in which provisions of this Act do extend to such lands, 135

**MANOR,**

- Meaning of word, 136
- Commissioners to investigate title to, in certain cases, 107

**MAPS,**

- Production of, 95
- Expenses attending such production, how to be paid, 95

**MARKETS,**

- Right of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**MEETINGS,**

- For manorial commutation, 59
- Interest requisite to call a meeting, 59
- Notice to be given of, 59
- To be advertised, 60
- Expenses of, who to pay, 60
- How agreement to be made, 60
- Chairman of, how chosen, 64
- May be adjourned, 66
- How to be adjourned, 67
- To appoint valuers, 71

**MERGER,**

- Tithes may be merged in copyhold lands, note (a), 118

**MINES,**

- Agreement for commutation not to apply to mines, unless expressly agreed on, 60
- Commutation not to affect, unless expressly commuted, (s. 82,) 127
- Tenants may grant right of way for mining purposes to lords in case of commutation or enfranchisement, 127
  - How such right of way to be granted in cases of commutation, 128
  - How in cases of enfranchisement, 128
- Commissioners not to determine any right to, or interest in, 90

**MINOR,**

- When lord or copyholder is a, who to be substituted, 56

**MONEY,**

- Consideration for enfranchisement, how and to whom to be paid or be applied, 119
- When above 200*l.*, 119
- When less than 200*l.* and exceeding 20*l.*, 121
- When under 20*l.*, 122
- When lord has only a limited estate and payment is deferred, how to be applied, 112

**MORTGAGE,**

- Charge by lord on manor for expenses, to be subject to prior, 117
- After enfranchisement, land to be charged with enfranchisement consideration and interest thereon, as mortgage in fee, 117
- How payment of such consideration and interest to be enforced, 118
- Enfranchisement consideration to have priority over, 118
- Tenants may charge their lands by way of mortgage for a term, with consideration money for enfranchisement, and costs under certain restrictions, 118
  - Such mortgage to be a first charge, 119

**MORTGAGEE, UNADMITTED,**

- Restrictions as to recovery of costs by trustees, in favour of, 115

**NOTICE,**

- Of manorial meetings, when and how to be given, 59
- In writing to be given of revocation of power of attorney, 58
- Of adjourned meetings, how to be given, 67
- Of schedules, apportionments, &c. being deposited for inspection, 79
- Of meeting, to hear objections to schedule, &c., 79
- Persons objecting to schedule, valuations, &c. how and when to give notice of objections, 80
  - Form of, to be forwarded by the commissioners to interested parties, 81
  - Notices of objections to be annexed to copies of schedule, apportionment, &c., 81
  - Inspection of, allowed, 81
- Of deposit of schedule of apportionment to be given, 83
- Commissioners may require notice to be given to any person interested before confirming agreement, apportionment, &c., 85
- Of proclamations to be given to absent persons, 129

**OBJECTIONS**, when and how to be made to valuations, apportionments, or schedules, 79, 80

**OCCUPIER,**

- Notices may be sent to, 89
- To forward notices by post to owner, 89
  - Penalty for not so doing, 90
- Paying rent-charge or expenses chargeable on the land, to be allowed the same in account with his landlord, 96
- May give notice to commissioners, if lands held by him are so held at a lower rate than the sum to be charged thereon for commutation or enfranchisement, 96
- If lands are distrained on for costs and expenses of trustees, occupiers may deduct any such payments out of the rent, 116

**PAPERS, &c.**

- Production of, 95
  - Expenses of such production, how to be paid, 95

**PARLIAMENT**, annual report of commissioners to be laid before, 52

**PARTITION**, courts of equity may decree partition of copyhold lands, 128

**PATRON**, consent of, requisite where the interest of the living is affected, 69

**PENALTIES,**

- For giving false evidence, 133
- For withholding evidence, 133
- For stewards not giving information to commissioners, 76
- On tenants not giving correct statements, 76

**PISCARIES, ANCIENT**, not to be affected by any commutation under the Act, unless expressly commuted, 127

**PROCEDURE**—[See **FORMS OF PROCEDURE**], forms of, *issued by the Copyhold Commissioners*, [APPENDIX,] p. 163

**PROCLAMATION**, not to affect any person not present at a court at which no copyholder is present, unless notice be given to such person within one month, 129

**PRODUCTION**,

Of documents, 95

Expenses of such production, 95

**PROVISIONAL AGREEMENT**, for commutation, how to be made, 64.—[See **AGREEMENT, PROVISIONAL.**]

**POWER OF ATTORNEY**,

Form of, 58

Copies of, to be attested by two witnesses, and to be delivered to chairman of meeting, and be appended to every agreement and sent with it, to commissioners when requested, 58

May be revoked at any time, 58

**QUARRIES**, lord's rights in, not to be affected by any commutation under the Act, unless expressly commuted, 127

**RECEIPT**, of persons to whom any money is paid pursuant to this Act to be sufficient discharge, 123

**REMAINDER**,

Persons in, to have notice of proceedings relative to any commutation under the Act, if commissioners think fit, 85

Notice of intended voluntary commutation to be given to persons in remainder, 101

Dissent of persons in, to commutation, 101  
to enfranchisement, 106

**RENT-CHARGE**.—[See **AGREEMENT.**]

Commutation of lord's right to be in consideration of, 61

If above twenty shillings, to be variable according to the price of corn, 61

Amount of, may be stated in agreement, or may be subject to increase or diminution by valuers, 61

May be fixed by agreement, 62

May be fixed by valuers subject to approbation of commissioners, or apportionment thereof may be fixed by valuers, 62

Payment of, may in certain cases be agreed to be postponed, 62

Time for commencement of a rent-charge apportioned on a tenant not a party to the agreement, not to be fixed by agreement, 62

Commissioners may direct that payment of, be postponed and subject to increase, 71

Tenant or occupier paying, to be allowed the same in amount with his landlord, 96

When in arrear twenty-one days, may be recovered by distress, 96

**RENT-CHARGE—continued.**

- When in arrear forty days and no sufficient distress on the premises, writ may be issued to sheriff to assess arrears, 97
- Powers of 4 & 5 Will. IV. c. 22, to extend to, 98
- Amount of to be determined in certain case by valuers, 77
- How and when to be apportioned by valuers, 77
- Payment of, may be deferred by valuers in certain cases, 78
- When subject to increase or diminution, amount of such increase or diminution to be stated in schedule of apportionment, as well as event when it is to take place, 88
- When commutation rent-charge to be payable, 87

**RENTS,**

- Meaning of word, 138
- Due before confirmation of apportionment, not to be affected by commutation, 99

**REPORT, ANNUAL,**

- To be made by commissioners to secretary of state and laid before parliament, 52

**REVERSION,**

- Persons in, to have notice of proceedings relative to any commutation under the Act, if commissioners think fit, 85
- Notice of intended voluntary commutation to be given to persons in, 101

**REVOCATION, of power of attorney, 58****RIGHTS OF LORDS,**

- What rights not to be affected by any commutation under the Act, unless *expressly* commuted, 127

**ROYALTIES,**

- Rights of lords to, not to be affected by any commutation, unless expressly commuted under the Act, 127

**SALARIES,**

- Of commissioners, assistant commissioners, secretaries, officers, &c., 54
- To be paid out of consolidated fund, 54

**SCHEDULES,**

- May be amended or altered by commissioners, when, 81
- May be corrected (with consent of parties) at any time, 85
- Expenses of, how and by whom to be paid, 114

**SCHEDULE OF APPORTIONMENT (COMMUTATION),**

- To be made by commissioners, 82
- To state name and the estimated quantity of lands comprised in the apportionment, 82
- To state names and descriptions of proprietors and occupiers, 82
- To state amount of rent-charge charged on the several lands, or the amount of commutation fine (as the case may require), and the period when rent-charges are to be due, 83



**SCHEDULE OF APPORTIONMENT (COMMUTATION) — *continued.***

- To state amount of fine (not exceeding five shillings) payable on death or alienation, 83
- To state to whom and in what right the same to be payable, 83
- To contain other necessary orders, declarations, &c., 83
- Copy of, to be deposited within the manor for inspection, 83
- Copies of, to be returned to the commissioners with any errors pointed out, 83
- Errors in, may be corrected by the commissioners, 83
- To be ingrossed, and plans, &c. annexed, 84
- To be confirmed by the commissioners under their hands and seals, 84
- Date of, to be added by commissioners, 84
- Two copies of, to be made and sealed by the commissioners, 84
- One copy to be deposited with steward of manor, and the other with clerk of the peace, 84
- Inspection of such copies to be at any time allowed, and copies or extracts made, 84
- Statements in, when confirmed, to be deemed satisfactory evidence, 84
- In certain cases to state increase or diminution of rent-charge, and events in which such increase or diminution is to take place, 88

**SCHEDULE OF APPORTIONMENT (ENFRANCHISEMENT),**

- When twelve or all tenants of a manor agree, 104
- To be prepared by steward, if not agreed upon between lord and tenants, 104
- To be confirmed by commissioners, 104
- To state enfranchisement consideration, period of payments, &c., 104
- To contain apportionment of sum (if any) to be paid to the steward for compensation, 105
- When enfranchisement effected by schedule of apportionment, the commissioners (if requested) to satisfy themselves of lord's title to the manor, 107
- Expenses of, to be borne by lords and tenants as they may agree; or in default thereof as commissioners may direct, 108

**SEAL OF COMMISSIONERS, all agreements, awards, and apportionments, to be stamped with, 51****SEAS, when person interested is beyond, who to be substituted for, 56****SECRETARIES,**

- Appointment of, 52
- Salaries of, to be paid out of consolidated fund, 54

**STAMP DUTY, agreements, awards, schedules of apportionment, and power of attorney under the Act, not to be chargeable with, 133****STATUTES,**

- 7 Will. IV. c. 71 (Tithe Commutation), 61.—[See APPENDIX, to. VI., p. 160.]

**STATUTES—continued.**

- 2 & 3 Will. IV. c. 80 (Lands of Corporations), 68.—[See APPENDIX, No. IV., p. 154.]
- 1 Geo. IV. c. 35 (Payment of Money into Court of Exchequer), 120.—[See APPENDIX, No. II., p. 144.]
- 11 Geo. IV. & 1 Will. IV. c. 65 (for Recovery of Commutation Fines), 102.—[See APPENDIX, No. III., p. 150.]
- 4 & 5 Will. IV. c. 22 (Apportionment of Rent-charges), 98.—[See APPENDIX, No. V., p. 158.]
- 2 & 3 Vict. c. 62, sect. 7 (Merger of Tithes in Copyholds), 118, n.—[See APPENDIX, No. VII., p. 162.]

**STEWARD,**

- Meaning of word, 137
- Scale of fees of, may be fixed by manorial agreement, 62
- To make statement of who are the tenants of the manor, and of the lands to which they are admitted for life or otherwise, 74
  - And of amount of poor rate, 74
  - And of amount of last three heriots, 74
  - And other information the commissioners may direct, 74
- To send to the commissioners such information as they may require, 76
  - Penalty for not so doing, 76
- To produce such statements at meetings, and to allow extracts and copies thereof to be taken, 74, 75, 76
  - Remuneration of, for so doing, 78
- To ascertain the ages of tenants, 75
- To deliver copies of valuations, apportionment, &c., and notices of objections to commissioners, 80
- To make an entry on the court rolls of any apportionment of commutation fines or rents, 103
- May hold customary courts, although no copyholder be present, 129
- May grant lands out of court and out of the manor, 129
- May grant admissions out of court and out of the manor, 130
- To be paid fees for holding courts, although no homage be assembled, 131
- May (in certain cases) grant licenses to tenants to alienate their ancient tenements in portions, 132
- All payments to, to go as personal estate, 123
- Compensation to, for any loss he may sustain by enfranchisement, 105
- Schedule to contain the apportionment of sum agreed to be paid to, 105
- To enter on the court rolls a charge on the land by a copyholder (having a limited interest) of the costs and expenses incurred by him under this Act, 116
  - To charge 13s. 4d. only for such entry, 116

**SUBSTITUTED TITLES, 113**

**SUITS**, pending, touching the right to, or amount of, any fines, heriots, or other manorial rights or boundaries of any manor, may be referred to arbitration, 67

**SUITS—continued.**

In equity for production of documents, may be instituted in aid of proceedings, [*notes*] p. 91.

**SUPPLEMENTAL AGREEMENT**, for commutation, how to be made, 102.—[See **COMMUTATION, SUPPLEMENTAL.**]

**SURVEYOR**, limitation of actions against, 133

**TENANTS,**

Meaning of word, 137

Where under disability, who substituted for, 56

May call a meeting for manorial commutation, 59

May enter into manorial agreement, if not less than three-fourths in number and three-fourths in value, 60

To bear their own expenses of attendance at meetings, 60

Interest of, how to be computed for purpose of voting, 64

For electing chairman, 64

May refer differences as to boundaries, &c. to arbitration, 67

Are to give information to stewards or lords, 75

Penalty for not so doing, 76

To send notices to landlords or owners, 89

Penalty for not so doing, 90

Paying rent-charge or expenses chargeable on the land, to be allowed the same in account with their landlord, 96

May effect at any time supplemental or substituted commutation, 102

Customary courts may be held although no tenant be present, 129

Copyholds may be granted to, out of the manor and out of court, 129

May be admitted, out of court and out of the manor, 130

May be admitted without presentment by the homage, 131

May alienate their ancient tenements in portions, when, 132

How to agree for voluntary enfranchisement, 103, 104

When less than twelve, or less than all the tenants of a manor agree to enfranchise, how enfranchisement made, 107

If lands are distrained on for costs and expenses of trustees, may deduct amount of payment from rent, 116

Having limited interests, may charge costs on their lands, 116

How such charge to be effected, 116

May mortgage their lands for a term to secure enfranchisement consideration and costs in certain cases, 118

**TITHE RENT-CHARGE**, to have priority over consideration-money for enfranchisement (sect. 71), 118

**TITLE,**

Lands enfranchised, to be held under same title as before enfranchisement, 113

Of lord of the manor, the commissioners to investigate in certain cases, 107

If the lord refuse to give information, or commissioners are not satisfied with, the agreement for enfranchisement to be void, 108

**TREASURY, LORDS OF,**

- Or Lord High Treasurer, consent of, necessary to appointment of more than ten assistant commissioners at any one time, 53
- To regulate salaries of commissioners, secretaries, &c., 54

**TRUSTEES,**

- Of a charity of property under the value of 50*l.* per annum, may join in any proceedings under the Act, 57
  - If property is above the annual value of 50*l.*, an order of the High Court of Chancery necessary, 57
- May recover all expenses and costs incurred by them under the Act, against parties interested (except an unadmitted mortgagee), by action, or may distrain on the lands, 115
- Disputes concerning trusteeship to be determined by the commissioners or an assistant commissioner, 116
- When the lord of a manor is a trustee, he may charge expenses on the manor for 20 years, in certain cases, 116
- When lord is a, how expenses of investigating title to be paid, 108

**UMPIRE,**

- To decide between valuers, 73
- To make declaration before acting, 73
- Limitation of actions against, 133

**UNKNOWN,** when any person interested in any commutation or enfranchisement is, who to be substituted for, 56

**VALUERS,**

- How and when appointed, 71, 72
- To apply to commissioners for instructions, 72
- To make valuations, apportionments and schedules, 73
- May enter on lands, 73
- To make declaration before acting, 73
- Such declaration to be countersigned by the person before whom it was made, and sent to the commissioners, 74
- May demand a copy of steward's statement of tenants, &c., 75
- To determine, in certain cases, amount of rent-charge, or increase or diminution of fines, 77
- To apportion rent-charge, how and when, 77
- To take particular circumstances of each case into consideration, 76
- May defer a portion of the payment of rent-charge, if tenant has only a limited estate, and in other cases, 78
- To state amount of fine not exceeding five shillings, to be paid on death or alienation, 78
- To make apportionment of the costs of proceedings under the Act, if so instructed by the commissioners, 78
- To make allowances for particular circumstances, 78
- To be appointed by the commissioners, if not appointed by the parties within six months, 88
- Limitation of actions against, 133

## VOLUNTARY COMMUTATION,

- Any lord or tenant (whatever may be their respective interests) may, with the consent of the commissioners, agree for the commutation of all or any of lord's rights affecting lands included in such agreement, 99
- Agreement for, may include apportionment of rent-charge or other consideration for commutation, 99
- Agreement for, may include fees payable to steward, 99
- May be in consideration of a corn rent-charge and a fine not exceeding 5*s.*, when the rent-charge is above 20*s.*, or of fines on death or alienation, 100
- Rent-charge or fines may be subject to increase or diminution, to be stated in the agreement or to be fixed by valuers, 100
- Where twelve or more, or all the tenants of a manor agree, how effected, 100
- Notice is to be given to persons in remainder, 101
- May (with consent of commissioners) be made by simple conveyance, or by an agreement to be enrolled and entered on the court rolls, 101
- A copy of such agreement to be delivered to the tenant, 101

## VOLUNTARY ENFRANCHISEMENT,

- May be made independently of the Act, 127
- Form of a deed of, [APPENDIX, No. I. p. 139]
- Lords and tenants (whatever may be their interests) may agree (with consent of the commissioners) to enfranchise all or any of their lands holden of the manor, 103
- Consideration for such enfranchisement, 104
- When twelve or more, or all the tenants of a manor agree, enfranchisement may be effected by a schedule of apportionment, 104
- How and by whom such schedule to be made, 104
- After, lands to become of freehold tenure, 126
- After, mortgages affecting lands to be mortgages of the freehold, 126
- Such mortgages to be subject to enfranchisement consideration (if due), 126
- Certain interests not to be affected by, 126
- Compensation to steward in cases of, 105
- Where estate of any party to, is less than an estate in fee, notice in writing is to be given to persons in remainder, 105
- How such notice to be given when person in remainder is under disability or abroad, 106
- On dissent in writing being expressed to, commissioners to withhold their confirmation of, till satisfied that agreement is not fairly open to objection, 107
- After, lands to be held under same title as before, 113
- After, lands not to be subject to estates, claims, or demands affecting the manor of which they were holden, 113
- After, lands to be charged with enfranchisement consideration

**VOLUNTARY ENFRANCHISEMENT—continued.**

and interest thereon, till payment thereof, as *mortgage in fee*, 117

Commissioners to inquire into title of lords of manors in certain cases before enfranchisement, 107

**VOTING,**

Interest, how to be computed for purpose of electing a chairman, 64

In other cases, 64

**WALES,**

Act to extend to, 136

**WARRANT,**

Two justices by, may cause certain expenses incurred under the Act to be levied by distress, on goods of persons liable to pay the same, 114

To be evidence of the non-recovery of expenses and costs, 115

**WASTE LANDS,**

Nothing in the Act to empower lords to enclose, 127

Lords of manors not to grant, without the consent of the homage of the manor, 131

**WAY, RIGHTS OF,**

Copyholders may grant, to lords for mining purposes in cases of commutation or enfranchisement, 127

How to be granted, 128

**WITNESSES,**

May be summoned and examined on oath by commissioners or assistant commissioners, 94

Need not travel more than ten miles from their place of abode, 95

Need not produce deeds, &c. unless commissioners deem it essential, 95

Expenses of, how to be paid, 95

Wilfully refusing to attend when lawfully summoned, or withholding or destroying evidence, to be deemed guilty of a misdemeanour, 133

Two required to attest a power of attorney under the Act, 58

**WRIT,**

To sheriff to assess arrears of rent-charge, 97

Copy of such writ and notice to be given to landowner, 97

Of possession, 98

Of supersedeas to writ of possession, 98

**WORDS, MEANING OF,**

Manor, 136

Lord, 137

Steward, 137

**WORDS, MEANING OF—continued.****Tenant, 137****Land, 137****Emfranchisement, 138****Heriots, 138****Rents, 138****Person, 138****Singular to include plural, and vice versa, 138****Masculine gender to include female as well as male, 138**

# LAW BOOKS,

RECENTLY PUBLISHED BY STEVENS AND NORTON,

26 & 29, BELL YARD, LINCOLN'S INN.

**CROSS'S TREATISE ON THE LAW OF LIEN AND STOPPAGE IN TRANSITU.**—A PRACTICAL TREATISE on the LAW of LIEN and STOPPAGE in TRANSITU, embracing a general and comprehensive Definition of these Important Rights as affecting Mercantile and Commercial Transactions, and affording a clear and explanatory View of the statutory and equitable Operation of the former Doctrine in the Nature of Judgments, Crown Debts, *Lispendens*, Equitable Mortgages, and Implied Trusts. By J. CROSS, Esq. Barrister-at-Law. 8vo. price 15s. boards.

"Of the execution of the task Mr. Cross proposed to himself, it is difficult to speak in terms of sufficiently high commendation. He has shown remarkable diligence and accuracy in collecting, comparing, and digesting the numerous and often conflicting authorities applicable to this subject. Every question of any importance, more especially in connection with the law of *lien*, he has fully and elaborately discussed. In cases where the law is unsettled or doubtful, he gives a clear exposition of the arguments and authorities on both sides of the question, and he adds a judicious analysis of the different conflicting decisions. The exposition of the law relating to stoppage *in transitu*, is, perhaps, the best executed part of Mr. Cross's work. His remarks on the much litigated questions, as to what amounts to a determination of the transit, and when the goods may be said to have arrived at the constructive possession of the vendee, are particularly valuable. His book contains moreover, a quantity of miscellaneous information on useful practical points, which, but for his assistance, would, in all probability, elude the researches of the most learned and laborious practitioner."—*Legal Reporter*.

**CHITTY ON BILLS.**—TREATISE ON BILLS of EXCHANGE, CHECKS on BANKERS, PROMISSORY NOTES, BANKERS' CASH NOTES, and BANK NOTES, newly modelled, greatly enlarged and improved, with References to the Law of Scotland, France, and America, new Chapters on Agents, Partners, Consideration, Stamps, Requisites, Loss, Times of Presentment, Non-Payment, Protest and Notice, Evidence, Bankruptcy, Forgery, Larceny, Embezzlement, and False Pretences; with an Appendix of Precedents. By J. CHITTY, Esq., and J. HULME, Esq., Barristers-at-Law. Ninth Edition. Royal 8vo. price 1l. 11s. 6d. boards.

"Since 1799, Chitty on Bills has occupied a place on the shelves of our Law Libraries, which certainly no other book could supply.

"It must be evident to every body acquainted with the subject, that the chief duty of an Editor of a work like the present, consists not so much in any retrospective emendation of the structure of the original, as in industriously collecting the new matter, which either the legislature or the courts of law have evolved since the publication of the last edition, and in judiciously engrafting such matter on the body of the work. This duty has been faithfully performed in the present edition."—*Jurist*, Oct. 31, 1840.

**DICKINSON'S QUARTER SESSIONS.**—A PRACTICAL GUIDE to the QUARTER SESSIONS and other SESSIONS of the PEACE, adapted to the use of Young Magistrates and Professional Gentlemen at the Commencement of their Practice. The Fifth Edition, revised and corrected, with great Additions, by Mr. Serjt. TALFOURD. In 1 very thick vol. 8vo. price 1l. 14s. boards.



**WRIGHT'S COURT HAND.—COURT HAND RESTORED;** or the Student's Assistant in reading Old Deeds, Charters, Records, &c. Neatly engraved on Copper Plates, describing the old Law Hands. By ANDREW WRIGHT. Sixth Edition, with considerable Additions. In 4to. price 1*l.* 6*s.* boards.

**INGS'S ACT FOR THE ABOLITION OF ARREST.—**The ACT for the ABOLITION of ARREST on MESNE PROCESS in CIVIL ACTIONS, and also the Acts 2 & 3 Vict. c. 39, and 3 & 4 Vict. c. 82, relating to or amending the same, with the Rules, Orders, and Cases, as decided in all the Courts; arranged according to their Applicability to the various Sections, together with an Appendix of Forms, &c. By E. INGS, Esq., Barrister-at-Law. 12mo. 8*s.* bds.

**ARCHBOLD'S CRIMINAL PLEADING. — SUMMARY** of the LAW relative to PLEADING and EVIDENCE in CRIMINAL CASES, with the Statutes, Precedents of Indictments, &c., and the Evidence necessary to support them. By J. JERVIS, Esq., Barrister-at-Law. Eighth Edition. In 1 vol. 12mo. price 1*l.* bds.

**POINTS IN CONVEYANCING. — PRACTICAL POINTS,** or MAXIMS in CONVEYANCING: being Selections from the Manuscripts of Mr. Butler, Mr. Preston, the late Mr. Bradley, Mr. Barton, the late Mr. Downing, and others. The whole revised and alphabetically arranged for the use of Students and Practitioners, with Explanatory Remarks, and an Appendix, containing Observations on Shelley's Settlement. By CHARLES BARTON, Esq. 8vo. 16*s.* bds.

**WOODFALL'S LANDLORD AND TENANT.—A PRACTICAL TREATISE** on the LAW of LANDLORD and TENANT, with a full Collection of Precedents and Forms of Procedure. By W. WOODFALL, Esq. The 4th Edition, entirely remodelled and greatly enlarged. By S. B. HARRISON, Esq. Barrister-at-Law. In 1 very thick vol. royal 8vo. price 1*l.* 11*s.* 6*d.* boards.

"Mr. Harrison's convenient arrangement of the Text of Woodfall is so well known, that we need scarcely do more than remark of the present edition, that Mr. Wollaston seems to have brought to bear upon his book, at least equal judgment with that of the former editor, and greater care and industry. All the modern decisions are stated with sufficient clearness and accuracy; great attention appears to have been paid to the latter part of the volume, treating of the remedies of the parties, and the proceedings to enforce them."—*Jurist*, May 9, 1840.

**WILCOCK'S MEDICAL LAW.—LAWS** relating to the MEDICAL PROFESSION, with an Account of the Rise and Progress of its various Orders. By J. W. WILCOCK, Esq. Barrister-at-Law. 8vo. 18*s.* boards.

**THEOBALD'S TREATISE ON THE POOR LAWS,** WITH SUPPLEMENT to MICH. TERM, 1837.—A PRACTICAL TREATISE on the POOR LAWS, as altered by the Poor Law Amendment Act, and other recent Statutes, containing the Law of Poor Rates, of Relief, Settlement, and Removal, and an Appendix, comprising a full Collection of the Statutes, with Notes, and the Forms required by Justices, Guardians, and Parish Officers, By WILLIAM THEOBALD, Esq., Barrister-at-Law. In 1 thick vol. 8vo. price 1*l.* 11*s.* 6*d.* boards.

\*• The Supplement contains an expository and critical statement of all the Poor Law cases reported since the Treatise was published, together with the Poor Law Statutes, 7 Will. IV. and 1 Vict., and Notes upon them; it is sold separately, price 2*s.* 6*d.*, sewed.



1

2

3

